

AMENDMENT #2
TO
COUNTY OF VENTURA CONTRACT #8338
WITH
MULLER WORTHY ARCHITECTS, A PROFESSIONAL
CORPORATION
FOR
ARCHITECTURAL AND ENGINEERING SERVICES

The County of Ventura (County) and Muller Worthy Architects, A Professional Corporation, hereby agree that the agreement identified as Ventura County Contract No. 8338 previously entered by the parties is amended, effective December 15, 2020, as follows:

1. Amend Exhibit A the attached Construction Administration 10. Work removed from JOC support TI efforts transition to PWA public bid support/administration
2. Edit Exhibit A Total Proposed Architectural/Engineering Fee from \$378,500 to new total \$366,500
3. Reduce from Exhibit B amended exhibit attached the following and update total:
 - D. Construction Administration by (\$12,000) from \$61,500 to a new amount of \$49,500.

The attached Exhibit A is hereby incorporated into this Contract. This amendment #2 allows for cost adjustments associated with scope changes, as follows:

| | |
|--|-------------------|
| Previous amount - amendment #1:..... | \$378,500 |
| Total scope changes - amendment #2- (A&E Construction Administration): | <u>(\$12,000)</u> |
| Total revised contract amount: | \$366,500 |

All other terms and conditions remain the same.

COUNTY OF VENTURA
CORPORATION


Signature

BOYD DONAVON
Printed name

ASST. PURCHASING AGENT
Title

APRIL 12, 2022
Date

MULLER WORTHY ARCHITECTS, A PROFESSIONAL


Authorized signature


JOHN A. MULLER
Printed name

PRESIDENT
Title

4/12/22
Date

CORPORATION

MULLER WORTHY ARCHITECTS, A PROFESSIONAL


Authorized signature

John Worthy
Printed name

Principal, Treasurer, Secretary
Title

4/12/22
Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Exhibit A- Reduction in Scope

Scope of Required Project Professional Services

Construction Administration decrease in scope:

10. Work removed from JOC support TI efforts transition to PWA public bid support/administration

Scope Reduction Budget Reduction = (\$12,000)

All work will be performed on a time-and-materials basis and will be invoiced against the total approved purchase order.

Items Not Included Under Above Scope of Services:

The following work or services shall be invoiced as Reimbursable Expenses per our "Standard Conditions of Agreement" which is attached and forms a part of this Agreement:

1. Agency Fees.
2. Drawing Reproduction.
3. Express Mail Delivery.
4. Asbestos Reports.
5. Exterior Accessibility Analysis or Site Access Modifications, CASP Reports.
6. Building Energy Commissioning or LEED Certifications.
7. High-Piled Storage Permitting.
8. Hazardous Materials Analysis Studies or Permitting.
9. Emergency Generator Systems Design.
10. Topographic Survey, Soils Report(s), Geotechnical Studies.
11. Civil Engineering and Landscape Architecture.
12. Detailed Construction Cost Estimates.
13. Photographs, Presentation Renderings.
14. Security, Alarm, Computer Systems Design.
15. Fire Suppression Engineering.
16. Furniture / Equipment Selection.
17. Other services requested by the Client, which are not expressly included in the Scope of Services outlined above.

EXHIBIT B
Revised April 12, 2022
FEES AND PAYMENTS

Consultant shall complete each task set forth below for the total costs(s) indicated for that task. Upon completion on the task, Consultant shall promptly deliver the deliverable(s) associated with that task to County, along with an invoice setting forth the amount due for that task, based on the total cost(s) set forth below. County shall issue payment within **30 days of County's receipt** of such invoice and acceptance of the deliverable(s).

ARCHITECTURAL SERVICE COST ESTIMATE:

1. Basis of Compensation: Total compensation shall be a fixed fee of three hundred sixty-six thousand, five hundred dollars (\$366,500.00) and shall be broken down as follows:

| | |
|---|-----------|
| A. Conceptual/Pre-Design | \$32,000 |
| B. Schematic Design & Opinion of Cost | \$67,500 |
| C. Construction Document/Permit Processing | \$205,500 |
| D. Construction Administration | \$49,500 |
| E. Structural Scope Increase | \$12,000 |
| TOTAL | \$366,500 |

The payments under this contract shall not exceed \$366,500.00. Any payments more than this sum shall require an amendment to the contract signed by both parties.