

MODIFICATION NUMBER 2 TO CONTRACT AE24-024

Contract Title: Nyeland Acres Park Design and Construction Services

This modification ("Modification No. 2") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and Roesling Nakamura Terada Architects, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 11/20/2023 for the CONSULTANT to provide design services to analyze the park and develop programming, needs assessment, and a layout for the building replacement and park modifications with a total contract amount of \$138,956.00, and a contract completion date of 02/28/2024; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 06/06/2024 for the CONSULTANT to provide water service coordination for an additional contract amount of \$13,425.00, to extend the CONTRACT completion date to 09/30/2024 ("MODIFICATION NO. 1"); and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to provide architectural and engineering design for preparation of construction documents and obtaining permits; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$992,640.00, for a new total contract amount of \$1,145,021.00, and extend the contract completion date to 12/31/2026;

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the Contract, shall remain in full force and effect unless expressly modified by this Modification No. 2
2. Exhibit A (Scope of Work and Services) is modified as follows:
Replace Exhibit A with the attached Modification No. 1 Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:
Replace Exhibit B with the attached Modification No. 1 Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:
Replace Exhibit C with the attached Modification No. 1 Exhibit C.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION.

FOR CONSULTANT

Name: _____ Date _____

Title: _____

FOR AGENCY:

Name: _____ Date _____
Director of Public Works Agency

EXHIBIT A - SCOPE OF WORK AND SERVICES
(Changes in Bold/Italic)

1. Overview of Services and Project

AGENCY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist AGENCY with the following project:

The Nyeland Acres Park and Community Center Project is to replace the community center building and to reconfigure the park and parking lot.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Needs Assessment/ Conceptual Design

- a. Meet with the AGENCY to review initial concept diagrams, needs, and program requirements.
- b. Investigate the site including review of existing utilities and review topographic survey.
- c. Draft existing site information into CAD program.
- d. Assist with community meetings.
- e. Produce color exhibits for community meetings.
- f. Produce a Needs Assessment.
- g. Identify site and project opportunities and constraints.
- h. Prepare conceptual design plans for the site and building.
- i. Meet with the AGENCY for concept design review.
- j. Manage subconsultants.
- k. Incorporate or respond to AGENCY review comments.
- l. Provide rough order of magnitude cost estimate for conceptual site plans.
- m. Review code issues.

Deliverables

1. Needs Assessment Report.
2. Exhibit materials for community outreach.
3. Conceptual design plans incorporating AGENCY review comment.
4. Cost estimate for conceptual building, site, and landscape elements.

Task 2 – Water Service Coordination

- a. Research existing City of Oxnard water facilities nearest to the park.
- b. Prepare preliminary layouts of possible water line alignments.
- c. Perform a site visit to identify conflicts and site constraints to be addressed during design.
- d. Coordinate with existing water purveyor and Calleguas Municipal Water District to determine required process of switching water purveyors.
- e. Provide civil engineering input related to cost estimates for proposed improvements.
- f. Prepare memo with calculations and exhibits for review by City staff of proposed water main extensions.
- g. Coordinate fire flow, potable water & irrigation requirements with Architect and Ventura County Fire Department.
- h. Coordinate fire flow test to be done by others.
- i. Attend up to three review meetings with design team, City staff and County staff.

Deliverables

1. Preliminary layouts of possible water line alignments.
2. Memo with calculations and exhibits of proposed water main extensions.

Task 3 – Schematic Design

- a. *Facilitate a one-day design charette to develop the preferred conceptual plan*
- b. *Coordinate with civil engineer and landscape architect to confirm stormwater treatment design and NPDES requirements*
- c. *Prepare Schematic Design drawing set that includes site plan, floor plans, elevations, building sections, and details. Provide initial 3D views of the building.*
- d. *Attend community meetings as necessary. Provide exhibits and presentation material to AGENCY to present at these meetings.*
- e. *Prepare opinion of probable cost for construction based on AGENCY approved Schematic Design drawings*

Deliverables

- 1) *AGENCY approved Schematic Design drawings (cad and .pdf files)*
- 2) *AGENCY approved opinion of probable construction costs*

Task 4 – Design Development

- a. *Perform job site visits as necessary and meet with AGENCY and project stakeholders.*
- b. *Prepare Design Development drawing set that includes architectural, civil, structural, mechanical, plumbing, electrical, fire sprinkler and landscape plans. Design Development drawings shall include, but not be limited to: demolition plans, site plans, grading and drainage plans, landscape and irrigation plans, building floor and roof plans, exterior elevations, interior elevations, electrical power and lighting plans, structural and HVAC plans showing major components, and interior finish schedules.*
- c. *Develop preliminary structural support and load calculations, determine foundation types with preliminary details.*

- d. Prepare preliminary planting and irrigation plans with proposed plant species.*
- e. Develop Mechanical, Electrical, and Plumbing layouts and load designs, and preliminary electrical and plumbing fixture selection.*
- f. Prepare photometric study for interior and exterior lighting design.*
- g. Prepare draft specifications including table of contents*
- h. Create material and color board to show exterior and interior finishes*
- i. Coordinate preliminary submittal meetings with the various Agencies Having Jurisdiction (AHJ)*
- j. Prepare opinion of probable cost for construction based on AGENCY approved Design Development drawings*
- k. Present draft Design Development drawings to the AGENCY. Update drawings based on AGENCY review comments.*

Deliverables

- 1) AGENCY approved Design Development drawings (cad and .pdf files)*
- 2) AGENCY approved draft specifications*
- 3) AGENCY approved opinion of probable construction costs*

Task 5 – Construction Documents

- a. Perform job site visits as necessary and meet with project stakeholders.*
- b. Prepare Construction Specifications. Coordinate with AGENCY for front end requirements and Division 1 language.*
- c. Submit full set of 50% complete Construction Documents for AGENCY review. Coordinate page turn review meeting with AGENCY.*
- d. Submit full set of 90% complete Construction Documents for plan check submittal to County of Ventura Building and Safety including but not limited to: specifications, calculations, code analysis, site plans, grading plans, grading and drainage plans, landscape and irrigation plans, slab plan, building floor and roof plans, exterior elevations, building sections, interior elevations of major spaces, wall types and construction details, electrical plans (power and lighting), interior finish schedules, door and window schedules, casework details, color selections, light fixture schedule and cut sheets, structural and HVAC plans showing major components, and fire suppression system.*
- e. Incorporate plan check corrections and AGENCY comments into drawings and specifications. Obtain permit approval.*
- f. Submit revised 100% Construction Documents to be used for public bidding process.*

Architect:

- g. Assist AGENCY in coordinating the assignment of responsibilities, actions and completion requirements of all team members.*
- h. Provide integration and coordination of design input, including all CAD layouts from Engineering Consultants.*
- i. Prepare opinion of probable cost for construction based on 90% Construction Documents*

Structural Engineer:

- j. Provide complete Slab, Foundation and Framing Plans, and Structural Details.*
- k. Provide complete Structural and seismic anchorage calculations.*
- l. Provide complete Structural Specifications.*

Civil Engineer:

- m. Prepare Site Plan, Site Preparation Plan, Grading Plan, Site Utility Plan, Fire Hydrology Report, Stormwater Quality Plan (LID), Horizontal Control Plan, Erosion Control Plan, and specifications.*
- n. Obtain grading permit.*

Electrical/Mechanical/Plumbing/Security/Fire and Life Safety Engineer:

- o. Work with local gas, water, power, and waste providers for connection approvals.*
- p. Provide Design of complete Electrical, Plumbing, and HVAC systems.*
- q. Perform Title 24 energy calculations for building envelope, HVAC, and water heating systems.*
- r. Provide cut sheets for all final selected fixtures, devices and equipment.*
- s. Provide photometrics as required by the building department.*
- t. Prepare design of a complete fire alarm system*
- u. Provide performance specifications for Photovoltaic system and Battery Energy Storage System as required*
- v. Prepare design of a permit level fire sprinkler system*
- w. Provide Specifications and calculations.*
- x. Incorporate pathways for communications cabling into design.*

Landscape Designer:

- y. Provide landscape layout, planting plans and details, pavement plans and details, and irrigation plans and details.*
- z. Provide irrigation calculations as required for permitting.*

Deliverables

- 1. AGENCY approved Construction Drawings 50%, 90%, and 100% (submitted in .pdf and .dwg file formats)*
- 2. AGENCY approved Construction Specifications (submitted in .pdf and .docx file formats)*
- 3. Building Department Approved Construction Document Permit set (submitted in .pdf)*
- 4. AGENCY approved Calculations (submitted in .pdf and hardcopies as requested)*
- 5. AGEENY approved opinion of probable construction cost*

Task 6 – Bid Support

- a. Assist with bid document preparation.*
- b. Participate in pre-bid conference and/or job walk.*
- c. Assist in answering Bid Requests for Information, as necessary.*
- d. Assist in preparing Bid Addendum, and revise Plans and Specifications Bid Set to incorporate issued Addenda as necessary.*
- e. Assist with Bid review and analysis.*

Deliverables

- 1. Responses to Bid RFI, substitution requests, and Bid Addenda as necessary*
- 2. Conformed Set of 100% Plans and Specifications with Addenda incorporated (submitted in .pdf and .dwg file formats)*

Task 7 – Construction Administration - TBD

Task 8 – Project Close-Out – TBD

Tasks **7-8** will be further specified in a contract modification after Tasks **3 thru 6** are complete.

3. Extra Services

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by CONSULTANT only after being authorized in writing by the Project Manager for AGENCY. AGENCY's written authorization will include a statement of the Extra Services required and time schedule for completion. CONSULTANT's billing and AGENCY's payment for Extra Services shall occur pursuant to Exhibit C.

4. County Services

AGENCY will provide or accomplish the following:

1. Full information as to the requirements of the services to be provided by CONSULTANT under the contract.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. AGENCY will provide the topographic survey.
4. AGENCY will provide the geotechnical report.
5. AGENCY will provide and coordinate access to and around the site for the designers.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE
(Changes in Bold/Italic)

1. Schedule

All Work on this contract shall be completed by **12/31/2026**.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Needs Assessment/ Conceptual Design	6/30/2024
2	Water Service Coordination	9/30/2024
3	Schematic Design	08/01/2025
4	Design Development	10/01/2025
5	Construction Documents	08/01/2026
6	Bid Support	12/31/2026
7	Construction Administration	TBD
8	Project Close-Out	TBD

2. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fee for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

End of Exhibit B

EXHIBIT C – Fees and Payments
(Changes in Bold/Italic)

1. Compensation Summary

The following summarizes the maximum amount of compensation available to CONSULTANT under this contract. The actual amount of compensation shall be established and paid in accordance with the applicable provisions of the contract including this Exhibit C.

Maximum Fees for Basic Services:	\$ <u>1,140,021.00</u>
Maximum Fees for Extra Services:	\$ <u>0.00</u>
Maximum Reimbursement for Expenses:	\$ <u>5,000.00</u>

Total Amount Not to Exceed:	\$ <u>1,145,021.00</u>
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2. Fees for Basic Services

AGENCY agrees to pay CONSULTANT the following fees for Basic Services:

☒ an **hourly rate** compensation, for actual hours of Basic Services performed for ***Task 1 and 2*** that is based upon the hourly rates set forth in the following Rate Table, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$149,381.00**. The maximum fees for the respective tasks identified in Exhibit A as well as the total maximum fee amount are shown in the below Task Table. In no case shall a fee for a specific task exceed that listed below without prior written approval by AGENCY. Rates to be charged are identified in the Rate Table listed below.

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Rate Table

Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
Roesling Nakamura Terada Architect (RNT)					
	Principal Designer	HR	\$325	n/a	No
	Principal Architect	HR	\$285	n/a	No
	Principal Project Manager	HR	\$285	n/a	No
	Associate/ Project Manager	HR	\$245	n/a	No
	Project Architect	HR	\$210	n/a	No
	Interior Designer	HR	\$190	n/a	No
	Designer	HR	\$190	n/a	No
	Draftsperson	HR	\$160	n/a	No
	Junior Draftsperson	HR	\$140	n/a	No
	Clerical	HR	\$100	n/a	No
ECG- Civil Engineering					
	Principal Engineer II	HR	\$230	n/a	No
	Principal Engineer I	HR	\$210	n/a	No
	Senior Engineer II	HR	\$190	n/a	No
	Senior Engineer I	HR	\$175	n/a	No
	Associate Engineer	HR	\$160	n/a	No
	Assistant Engineer II	HR	\$135	n/a	No
	Assistant Engineer I	HR	\$120	n/a	No
	Senior Designer	HR	\$135	n/a	No
	Designer	HR	\$95	n/a	No
Pacific Coast Land Design (Landscape Arch.)					
	Principal	HR	\$190	n/a	No
	Senior Associate	HR	\$165	n/a	No
	Associate	HR	\$130	n/a	No
	Landscape Designer	HR	\$110	n/a	No
Jacobus & Yuang – Cost Consultant					
	Principal	HR	\$197	n/a	No
	Senior Estimator	HR	\$134	n/a	No
	Estimator	HR	\$98	n/a	No

Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.

2) The Prevailing rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.

3) The word "Yes" in the Travel column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

Task Table

Task	Description	Maximum Fee
1	Needs Assessment/ Conceptual Design	\$135,956.00
2	Water Service Coordination	\$13,425.00
Total		\$149,381.00

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☒ **a fixed fee compensation, in the lump sum amount of \$990,064.00, for completion of all Basic Services for Tasks 3 thru 6.**

Task	Description	Maximum Fee
3	Schematic Design	\$ 212,376
4	Design Development	\$ 262,275
5	Construction Documents	\$ 485,620
6	Bid Support	\$ 30,369
7	Construction Administration	TBD
8	Project Close-Out	TBD
Total		\$990,640.00

3. Fees for Extra Services

For Extra Services authorized in writing in advance by AGENCY in accordance with Exhibit A, AGENCY agrees to pay CONSULTANT an **hourly rate** compensation for actual hours of Extra Services performed that is based upon the hourly rates set forth in the Rate Table for Basic Services above or, if none, then based upon the hourly rates set forth in the following Rate Table for Extra Services, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$0.00**.

4. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fees for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a written modification to this contract.

5. Reimbursable Expenses

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$5,000.00**:

(i) Outside printing directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants.

(ii) Reproduction or reprographic costs directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants. If CONSULTANT provides allowable reprographic services using its own equipment rather than using an outside service, the unit billing rates for such charges must be approved in advance by AGENCY.

(iii) Shipping, overnight mail, postage, messenger, courier and/or delivery services (but not for CONSULTANT's internal communications);

(iv) Only if authorized in writing in advance by AGENCY, reimbursement for business travel for the specific position descriptions so identified in the Rate Tables for Basic Services or Extra Services set forth above. AGENCY shall reimburse CONSULTANT for transportation, lodging, and meal expenses consistent with the policies and amounts approved for County employees as defined by policy number Chapter VII(C)-1, *Reimbursement of Employees County Business Expenses*, in the County's Administrative Policy Manual (latest edition);

(v) Only if authorized in writing in advance by AGENCY, fees and costs for Subconsultant services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

Exclusive List. The list of reimbursable expenses set forth above is the sole and exclusive list of reimbursable expenses that CONSULTANT is entitled to receive.

Approval Limits. Any reimbursable expense wherein a single item exceeds \$500 in value, whether purchased or leased, must be approved in writing in advance by AGENCY.

No Administrative Charge or Mark-Ups. The reimbursement provided for herein shall not include an administrative charge, multiplier or other mark-up by CONSULTANT unless authorized in writing, in advance, by AGENCY.

No Reimbursement for Specified Basic Services Paid for by a Fixed Fee. Notwithstanding the above, expenses related to Basic Services specified in Exhibit B are not reimbursable if CONSULTANT is compensated for Basic Services by a fixed fee.

6. Payment

AGENCY shall make payments to CONSULTANT under the contract as follows:

Requests for Payment

To request payment, CONSULTANT shall complete and submit to AGENCY a Consultant Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C, or the completed task for which payment of the fixed fee provided for in this Exhibit C is requested, as applicable, and (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment, if required above.

When invoicing for Extra Services, CONSULTANT shall clearly mark on the Invoice Form which services are Extra Services and keep those services separate from or Basic Services and shall include a copy of the written AGENCY authorization for the Extra Services for which payment is requested.

CONSULTANT shall submit all **invoices** to:

PWA.consultantinvoices@venutra.org

Payment Schedule

Payments shall be made by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Payments based on an hourly rate compensation shall be made monthly.

Timely Invoicing

Timely invoicing by CONSULTANT is required. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall submit a properly completed invoice no later than 60 calendar days after the services which are the subject of the invoice were performed. An invoice received by AGENCY more than 60 calendar days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative costs and budgetary problems caused by late invoicing correlate to the length of delay in invoicing, there will be an additional 5% reduction in compensation for each additional 30-calendar-day period beyond 60 days between the date the services were performed and the submission of the invoice for those services.

CONSULTANT shall submit a final invoice form within 60 days of the earliest of the following events: 1) completion and acceptance by AGENCY of all Work required by the contract; or 2) termination of the contract.

End of Exhibit C