

MODIFICATION NUMBER 3 TO CONTRACT AE22-011

Contract Title: VCMC North Tower MRI

This modification ("Modification No. 3") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and SWA Architects, hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT originally entered into on 09/16/2021 for the CONSULTANT to provide schematic design services for a new T1.5 MRI suite in the North Tower at the Ventura County Medical Center with a total contract amount of \$34,500.00, and a contract completion date of 11/30/2021 ("CONTRACT"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 10/07/2021 for the CONSULTANT to provide architectural and engineering services for design development, construction drawings, permitting, and bid support for an additional contract amount of \$132,920.00, and extend the contract completion date to 08/31/2022; ("MODIFICATION NO. 1"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 11/01/2021 for the CONSULTANT to extend the contract completion date to 01/31/2023; ("MODIFICATION NO. 2"); and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract for the CONSULTANT to provide architectural and engineering services for construction administration and close out support; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$54,060.00, for a new total contract amount of \$221,480.00 and extend the contract completion date to 08/31/2024;

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. 3
2. Exhibit A (Scope of Work and Services) is modified as follows:
Replace Exhibit A with attached Modification No. 1 Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:
Replace Exhibit B with attached Modification No. 1 Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:
Replace Exhibit C with 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 Project and Services

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:

Architectural and engineering services for the planning, design, permitting, and construction support of a new T1.5 MRI suite in the North Tower at the Ventura County Medical Center.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Schematic Design

- a. Review the existing as-built drawings.
- b. Review technical specification for Philips MRI equipment.
- c. Conduct code analysis.
- d. Coordinate with Design Team for drawings and exhibits.
- e. Provide field verification and survey of existing conditions.
- f. Prepare Schematic Design Drawings that shall include critical dimensions and specific items for demolition and construction. Drawings shall include but not be limited to plans for the following: Exiting/ Code Analysis, Demolition, Floor Plans, Reflected Ceiling Plans, Sections, and Elevations.

Deliverables

1. Field report of existing conditions and confirmation of MEP requirements.
2. Schematic Design Drawings package (PDF and AutoCAD files)

Task 2 – Design Development

- a. Coordination and review of floor plans, ceiling plans and interior elevation with the Agency (up to 3 virtual meeting).
- b. Coordination with RF shielding consultant for RF shielding design requirement.
- c. Prepare Design Development book specifications.
- d. Prepare Design Development Drawings that shall include critical dimensions and specific items for demolition and construction. Drawings for architectural and engineering scope shall include but not be limited to plans for the following: Exiting/ Code Analysis, Demolition, Floor Plans, Reflected Ceiling Plans, Sections, and Elevations.
- e. Provide project schedule.
- f. Perform quality and schedule control review of the drawings.

Deliverables

1. AGENCY approved Design Development Drawings package (PDF and AutoCAD files)
2. AGENCY approved Design Development specifications
3. Project schedule

Task 3 – Construction Documents

- a. Review the design development drawings with the Client and prepare updates as required.
- b. Prepare Construction Documents that include architectural, structural, mechanical, electrical plans, RF shielding plans, specifications, and calculations.
- c. Prepare Structural Calculations.
- d. Provide OSHPD Testing and Inspection Overview (TIO).
- e. Submit Construction Documents to OSHPD for Plan Check and make revisions and corrections required for issuance of building permit.
- f. Provide cost estimate based on the Construction Documents.
- g. Prepare Construction Specifications and coordinate with the AGENCY on Division 1 language.
- h. Coordinate with all other Regulatory Agencies for plan check submittal. Respond to Regulatory Agencies and AGENCY comments. Obtain permits from Regulatory Agencies.

Deliverables

1. AGENCY approved Construction Drawings. (submitted in .pdf and .dwg format)
2. AGENCY approved Structural Calculations
3. AGENCY approved Specifications
4. AGENCY approved Cost Estimate
5. OSHPD Permit Drawings (submitted in .pdf)

Task 4 – Bid Support

- a. Attend Pre-Bid Meeting
- b. Prepare responses to questions and information during the bidding phase.
- c. Prepare Addenda as necessary.
- d. Prepare conforming documents to include changes made during bidding.

Deliverables

1. Information Responses
2. Addenda
3. Conformed Drawing Set

Task 5 – Construction Administration project.

- A. Attend Pre-Construction Meeting.**
- B. Utilize Procore for Construction Administration correspondence and documentation.**
- C. Prepare responses to Request for Information from the contractor.**
- D. Attend on-site progress meetings and provide feedback on meeting minutes (includes 12 on-site meetings).**
- E. Review and provide approval recommendations on submittals.**
- F. Review verified field reports prepared by HCAI.**
- G. Process deferred approval documents and review for conformance with project documents.**

- H. Prepare and submit HCAI ACD's for approval.*
- I. Review and provide approval recommendations for Shop Drawings.*
- J. Review and provide recommendations on Change Order Requests.*
- K. Review and provide recommendations on Contractor's request for payment, as necessary.*
- L. Perform periodic site visits, commensurate with the progress of the work, and provide reports and recommendations to the AGENCY.*
- M. Prepare punch list of items requiring correction prior to acceptance.*

Deliverables

- 1. Recommendations as noted above*
- 2. Punch List*

Task 6 – Project Close-Out

- A. Review contractor red-line drawings and prepare record drawings of as-built conditions.*
- B. Prepare and submit closeout documentation.*
- C. Prepare Closeout documentation with HCAI.*

Deliverables

- 3. Record Drawings in PDG and DWG format.*

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. The COUNTY to provide record drawings.
- 4. The COUNTY to coordinate any destructive investigation required for the research.

End of Exhibit A

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

5. Schedule

All Work on this contract shall be completed by **08/31/2024** CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Schematic Design	11/30/2021
2	Design Development	01/31/2022
3	Construction Documents	04/30/2022
4	Bid Support	08/31/2022
5	Construction Administration	<i>08/31/2024</i>
6	Project Close-Out	<i>08/31/2024</i>

6. 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:	\$212,480.00
Maximum Fees for Extra Services:	\$0.00
Maximum Reimbursement for Expenses:	\$9,000.00
Total Amount Not to Exceed:	\$221,480.00

2. Fees For Basic Services

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

☒ a **fixed fee** compensation, in the lump sum amount of **\$158,420.00**, for completion of all Basic Services.

Task Table

Task	Description	Lump Sum
1	Schematic Design	\$32,000.00
2	Design Development	\$41,027.50
3	Construction Documents	\$81,899.50
4	Bid Support	\$3,493.00
Total		\$ 158,420.00

☒ an **hourly rate** compensation, for actual hours of Basic Services performed 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 a **\$ 54,060.00**. 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.

Task Table

Task	Description	Maximum Fee
5	Construction Administration	\$52,060.00
6	Project Close-Out	\$2,000.00
Total		\$ 54,060.00

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Rate Table

Item	Position/Equipment	Unit	Regular¹	Prevailing²	Travel³
SWA ARCHITECTS (Architectural)					
	Sr. Principal	HR	\$265.00	n/a	Yes
	Principal	HR	\$245.00	n/a	Yes
	Sr. Associate	HR	\$230.00	n/a	Yes
	Associate	HR	\$220.00	n/a	Yes
	Sr. Project Designer	HR	\$210.00	n/a	Yes
	Sr. Project Manager	HR	\$210.00	n/a	Yes
	Sr. Programmer / Planner	HR	\$210.00	n/a	Yes
	Project Manager	HR	\$190.00	n/a	Yes
	Project Architect	HR	\$185.00	n/a	No
	BIM / IT Manager	HR	\$185.00	n/a	Yes
	Interior Designer	HR	\$175.00	n/a	No
	REVIT Job Captain	HR	\$155.00	n/a	No
	Graphics / Visualization	HR	\$145.00	n/a	No
	CADD Job Captain	HR	\$145.00	n/a	No
	Project Administrator	HR	\$125.00	n/a	No
	CADD Operator	HR	\$125.00	n/a	No
	Administrator	HR	\$95.00	n/a	No
HONBACH-LEWIN (Structural)					
	Principal	HR	\$250.00	n/a	Yes
	Associate	HR	\$180.00	n/a	Yes
	Design Engineer	HR	\$120.00	n/a	Yes
	Staff Engineer	HR	\$90.00	n/a	No
	BIM Modeler	HR	\$110.00	n/a	No
	Senior CAD Drafter	HR	\$120.00	n/a	No
	CAD Drafter	HR	\$85.00	n/a	No
	Engineer in Training	HR	\$75.00	n/a	No
	Clerical	HR	\$65.00	n/a	No

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PBS ENGINEERS (MEP)					
	Principal	HR	\$245.00	n/a	Yes
	Project Manager	HR	\$225.00	n/a	Yes
	Mechanical Engineer	HR	\$190.00	n/a	No
	Electrical Engineer	HR	\$190.00	n/a	No
	Plumbing Engineer	HR	\$190.00	n/a	No
	Low Voltage Designer	HR	\$155.00	n/a	Yes
	Senior Designer	HR	\$170.00	n/a	Yes
	Designer	HR	\$160.00	n/a	No
	Senior CADD / Revit Operator	HR	\$150.00	n/a	No
	CADD / Revit Operator / Drafting	HR	\$130.00	n/a	No
	Senior Field Representative	HR	\$150.00	n/a	No
	Field Representative	HR	\$140.00	n/a	No
	Word Processor / Clerical	HR	\$105.00	n/a	No
ACOUSTICAL ENGINEERING SERVICES - AES (Acoustical)					
	Principal	HR	\$255.00	n/a	Yes
	Senior Consultant	HR	\$230.00	n/a	Yes
	Consultant	HR	\$175.00	n/a	Yes

- 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.

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 \$9,000.00**:

- (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.

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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@ventura.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