

**MODIFICATION NUMBER 1 TO CONTRACT AE24-029**

**Contract Title:** MEO Storage Design and Construction Services

This modification ("Modification No. 1") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and Anderson Kulwicz Appleby Architects, Inc. hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 01/30/2024 for the CONSULTANT to provide architectural and engineering service for Design Development drawings with a total contract amount of \$24,690.00, and a contract completion date of 04/30/2024; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to provide architectural and engineering services for construction drawings, permitting, and bid support; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$55,310.00, for a new total contract amount of \$80,000.00 and extend the contract completion date to 12/31/2024;

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. 1
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 Medical Examiner's Office Storage Building Addition Project is for design and construction to provide a building addition for storage for the Medical Examiner.

**2. Basic Services**

The following Basic Services shall be performed by CONSULTANT:

**Task 1 – Design Development**

- a. Prepare design development documents: site plan, floor plan, roof plan, building sections, exterior elevations, and electrical site design.
- b. Prepare design development layout of site utilities.
- c. Manage subconsultants.
- d. Meet with the AGENCY for design development review.

**Deliverables**

1. Design Development documents: site plan, floor plan, roof plan, building sections, exterior elevations, landscape plans, electrical site design.
2. Schematic layout of site utilities.

**Task 2 – Construction Documents**

***Prepare Construction Documents and obtain permit approval.***

**Architect:**

- 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 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, and structural and HVAC plans showing major components.***
- d. ***Incorporate plan check corrections and AGENCY comments into drawings and specifications.***
- e. ***Submit revised 100% Construction Documents required for building permit approval.***
- f. ***Review construction cost estimate. Perform value engineering as necessary to align the Construction Documents with AGENCY approved budget.***

**Structural Engineer:**

- g. Provide complete Slab, Foundation and Framing Plans, and Structural Details.*
- h. Provide complete Structural and seismic anchorage calculations.*
- i. Provide complete Structural Specifications.*

**Civil Engineer:**

- j. Prepare precise grading plan, details, and specifications.*
- k. Obtain grading permit.*
- l. Prepare utility routing plans and details.*

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

- m. Work with local gas, water, power, and waste providers for connection approvals.*
- n. Provide Design of complete Electrical, Plumbing, and HVAC systems.*
- o. Perform Title 24 energy calculations for building envelope, HVAC, and water heating systems.*
- p. Provide cut sheets for all final selected fixtures, devices and equipment.*
- q. Provide photometrics as required by the building department.*
- r. Provide performance specifications and device location plan for fire alarm, and conduit pathway plan.*
- s. Coordinate for value engineering.*
- t. Provide Specifications and calculations.*
- u. Incorporate pathways for communications cabling into design.*

**Deliverables**

- 1. AGENCY approved Construction Drawings (submitted in .pdf and .dwg file formats, full size hardcopies as requested)*
- 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. AGENCY approved updated Project Schedule (submitted in .pdf and .mpp file formats)*

**Task 3 – Bid Support**

*Assist the AGENCY with preparing the Bid package and providing support during the bidding phase.*

**All:**

- 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 4 – Construction Administration - TBD**

**Task 5 – Project Close-Out – TBD**

Tasks 4-5 will be further specified in a contract modification after Task 3 is complete.

**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.

**3. 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 drawing Title Block.*
- 6. AGENCY will provide book specification template.*
- 7. AGENCY will provide Division 1 Specifications.*

End of Exhibit A

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

**1. Schedule**

All Work on this contract shall be completed by **12/31/2024**.

CONSULTANT shall complete intermediate tasks as follows:

**Task Table**

<b>Task</b>	<b>Description</b>	<b>Due Date</b>
1	Design Development	04/30/2024
2	Construction Documents	<b>12/31/2024</b>
3	Bid Support	<b>12/31/2024</b>
4	Construction Administration	TBD
5	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:	<b>\$ 74,140.00</b>
Maximum Fees for Extra Services:	\$ 3,360.00
Maximum Reimbursement for Expenses:	\$ 2,500.00
Total Amount Not to Exceed:	<b>\$ 80,000.00</b>

**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 **\$74,140.00**, for completion of all Basic Services.

Task	Description	Lump Sum
1	Design Development	\$18,830.00
2	<b>Construction Documents</b>	<b>\$41,750.00</b>
3	<b>Bid Support</b>	<b>\$13,560.00</b>
4	Construction Administration	TBD
5	Project Close-Out	TBD
Total		<b>\$ 74,140.00</b>

**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 \$3,360.00**.

**Rate Table**

Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
	Anderson Kulwiec Appleby Architects, Inc. (AKA)				
	Principal	HR	\$170	n/a	No
	Associate Architect	HR	\$150	n/a	No
	Project Manager	HR	\$125	n/a	No
	Drafter	HR	\$80	n/a	No
	Technician	HR	\$80	n/a	No
	Clerical	HR	\$60	n/a	No
	RGSE, Inc. (Structural Engineers)				
	Structural Engineer	HR	\$236	n/a	No
	Professional Engineer	HR	\$200	n/a	No

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Item	Position/Equipment	Unit	Regular <sup>1</sup>	Prevailing <sup>2</sup>	Travel <sup>3</sup>
	Engineer in Training	HR	\$167	n/a	No
	NDT Specialist	HR	\$167	n/a	No
	Designer / technician	HR	\$140	n/a	No
	Draftsman	HR	\$108	n/a	No
	Administrator	HR	\$86	n/a	No
	Intern	HR	\$50	n/a	No
	Parviz Ebrahimi, Inc. Consulting Electrical Engineers				
	Electrical Engineer	HR	\$125	n/a	No
	Drafter	HR	\$90	n/a	No
	Moon Engineering (Mechanical/ Plumbing)				
	Principals	HR	\$175	n/a	No
	Professional Engineers	HR	\$155	n/a	No
	Engineering Designers	HR	\$135	n/a	No
	Drafters	HR	\$80	n/a	No
	Clerical Staff	HR	\$75	n/a	No
	Encompass Consulting Group (ECG)				
	Designer	HR	\$95	n/a	No
	Senior Designer	HR	\$145	n/a	No
	Assistant Engineer I	HR	\$150	n/a	No
	Assistant Engineer II	HR	\$160	n/a	No
	Associate Engineer	HR	\$170	n/a	No
	Senior Engineer I	HR	\$180	n/a	No
	Principal Engineer I	HR	\$215	n/a	No
	Principal Engineer II	HR	\$235	n/a	No
	Technical/ Clerical Support	HR	\$95	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.

#### 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 \$2,500.00**:

- (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



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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