

MODIFICATION NUMBER 2 TO CONTRACT AE20-017

Contract Title: Moorpark Operations Yard Schematic Design

This modification ("Modification No. 2") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and RRM Design Group, A California Corporation, hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 1/29/2020 for the CONSULTANT to provide program validation and schematic design for a replacement facility at Moorpark Operations Yard with a total contract amount of \$172,690.00, and a contract completion date of 10/15/2020; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 12/15/2020 for the CONSULTANT to extend the CONTRACT completion date to 1/15/2021 ("MODIFICATION NO. 1") and

WHEREAS, on or about 01/01/2022 CONSULTANT assumed all the rights and obligations of *Mainstreet Architects & Planners, Inc.* under the Contract; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to include architectural and engineer services for preparation of Design Development Documents and Construction Documents, and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$780,810.00 for a new total contract amount of \$953,500.00 and extend the contract completion date to 12/31/2024

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the Contract, including all previous modifications 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. 2 Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:
Replace Exhibit B with the attached Modification No. 2 Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:
Replace Exhibit C with the attached Modification No. 2 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 AGENCY intends to replace the aging Moorpark Operations Yard facilities with a new code compliant facility.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Site Analysis / Pre-Design

- A. Establish the AGENCY's goals with regard to the project, issues of construction cost and constructability.
- B. Assess the AGENCY's requirements for; site access, vehicular (employee and fleet) and pedestrian circulation, employee parking, fleet parking and storage, and ADA access throughout the site.
- C. Define the parameters for the AGENCY provided Topographic survey, boundaries, and easements.
- D. Analyze the Site Development Strategy, establish general pad elevations, site terracing, access and circulation, MS4 compliance and 'Green Building' strategies.
- E. Determine the general relationships of buildings and context, including required setbacks, buffers, easements, topography and other significant influences.

Deliverables

- 1. Summary Report; Bound (one original and 2 copies and pdf file)

Task 2 – Schematic Design

- A. Prepare code analysis and building tabulations.
- B. Develop site strategies.
- C. Prepare Architectural and Civil Site Plans, including evaluation of building configuration options and parking configurations, pedestrian access, and emergency vehicle access, proper mix of parking types, MS4 compliance and 'Green Building' strategies:

- a. Property boundaries, dimensions and area.
- b. Total square feet per use and per building.
- c. Building footprints, hardscape and landscape areas.
- d. Preliminary topographic contours with cut and fill volumes and locations.
- e. Parking space locations and quantities.
- f. Pedestrian and vehicular circulation within the site.
- g. Location and identification of any amenities to be included; common public space or covered outdoor employee areas.
- h. Existing on-site trees and fences/walls.
- D. Prepare Schematic Floor Plans based on AGENCY needs assessment meetings. Establishing strategic locations for main entries, circulation cores, and key infrastructure elements.
- E. Develop preliminary building elevations.
- F. Determine general architectural character and materials palettes.
- G. Prepare schematic Structural drawings.
- H. Prepare schematic MP&E design to include:
 - a. Site visit for documentation of existing conditions
 - b. Utility demand calculations
 - c. Develop schematic design of MEP systems
 - d. Written narrative of the proposed MP&E Basis of Design.
- I. Prepare Schematic Landscape Plan.
- J. Prepare attend AGENCY and CONSULTANT meetings.
- K. Initiate a Pre-submittal meeting with AGENCY Staff to review the project proposed design.
- L. Initiate a final review meeting with AGENCY Staff for approval of Schematic Design and next steps.

Deliverables

- 1. Presentation of final schematic design
- 2. Final Schematic design (1 original, 2 copies and pdf file)

Task 3 – Design Development

- A. Meet with AGENCY to confirm project scope and any revisions to the Schematic Design**
- B. Perform site visits as necessary**
- C. Provide Design Development documents that include architectural, civil, structural, mechanical, plumbing, electrical, fire sprinkler and landscape plans. Design Development documents shall have floor plans, sections, site plans, elevations and details as necessary and shall include, but not be limited to, the following:**
 - a. Grading plans, surface drainage, utility service laterals**
 - b. Preliminary drainage report**
 - c. Preliminary design for stormwater treatment**
 - d. Structural calculations**
 - e. Ventilation and heating/cooling load calculations**

- f. HVAC equipment layout and ducting plans*
- g. Water and sewer demand load calculations*
- h. Plumbing fixture schedule and piping distribution*
- i. Single line diagrams*
- j. Electrical service meter and switchgear selection*
- k. Lighting plans, fixture schedules, and photometric study*
- l. Preliminary Title 24 energy and compliance report*
- m. Cut sheets for proposed equipment, fixtures, and devices*
- n. Preliminary landscape and irrigation with proposed plant species and preliminary details for constructed elements*
- o. Fire alarm system and fire sprinkler system design*
- D. Develop Specifications outline and table of contents**
- E. Create material and color sample board to show exterior and interior finishes**
- F. Prepare updated project schedule**
- G. Perform quality, cost, and schedule control review**

Deliverables

- 1. AGENCY approved Design Development documents (.pdf file and .dwg file for drawings, .pdf file and .doc file for specifications)**
- 2. Preliminary Color Board**

Task 4 – Construction Documents

- A. Meet with AGENCY to confirm project scope**
- B. Perform site visits as necessary**
- C. Provide Construction Documents that include architectural, structural, mechanical, plumbing, electrical, civil and landscape plans. Construction Documents shall include, but not be limited to, the following:**
 - a. Building code and accessibility compliance*
 - b. Precise grading, drainage, and paving plans with sections and details*
 - c. Drainage report, storm drain improvement plans, erosion control plans, utility plans*
 - d. NPDES compliance documents*
 - e. Retaining wall plans and engineering calculations*
 - f. Structural calculations and seismic anchorage design as necessary*
 - g. HVAC equipment schedules and plans*
 - h. Fire-stopping details, sound attenuation details*
 - i. Coordinated utility connections*
 - j. Plumbing fixture schedule and piping distribution*

- k. Single line diagrams for power and data*
- l. Electrical service meter and switchgear selection*
- m. Lighting plans, fixture schedules, and photometric study*
- n. Title 24 energy model and final compliance report*
- o. Landscape and irrigation plans with planting details*
- p. Irrigation water use calculations*
- q. Final fire alarm and fire sprinkler drawings approved by County of Ventura Fire Protection District*
- D. Prepare Construction Specifications. Coordinate with AGENCY for front end requirements and Division 1. Incorporate AGENCY provided header and footer template into all of the Construction Specification documents.**
- E. Submit Construction Document set to County of Ventura Building and Safety for permit review. Incorporate plan check corrections and AGENCY comments into Construction Documents.**
- F. Submit Construction Documents to various other Authorities Having Jurisdiction as required for permit approval from County of Ventura Building and Safety.**
- G. Resubmit Construction Documents as necessary to obtain permit approval. Final stamped permit approval drawings shall incorporate all AGENCY comments and shall not have any revision clouds.**

Deliverables

- 1. AGENCY approved Construction Documents (.pdf file and .dwg file) and construction Specifications (.pdf file and .doc file)**
- 2. County of Ventura Building and Safety approved permit set (.pdf file and .dwg file)**

Task 5 – Bidding - TBD

Task 6 – Construction Administration - TBD

Task 7 – Close-Out – TBD

Task 8 – Construction Cost Estimate

- A. Prepare a construction cost estimate based on the Design Development Documents. The estimate shall be based on measurement of quantities priced in accordance with the drawings and specifications. Estimate shall be presented in the CSI Master format.**
- B. Prepare a construction cost estimate based on the 90% Construction Documents. The estimate shall be based on measurement of quantities priced in accordance with the drawings and specifications. Estimate shall be presented in the CSI Master format.**
- C. Estimates shall include recommendations for escalation and market conditions. Estimates shall be based on project scope and schedule and shall include reasonable contingencies.**

Deliverables

- 1. Design Development Cost Estimate (pdf and XLS file formats)**
- 2. Construction Document Cost Estimate (pdf and XLS file formats)**

Tasks 5 - 7 will be further specified in a contract amendment after Tasks 3 & 4 are complete. CONSULTANT shall not proceed with work on Tasks 5 - 7 prior to AGENCY's written authorization.

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. Project Site Survey.
4. Soils analysis and reports.
5. Geotechnical information.
6. Existing utility information.
7. Title report.
8. ***Drawing sheet Title Block to be used on all plan sheets***
9. ***Specification header/footer template to be used on all specification documents***

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

Task	Description	Due Date
1	Site Analysis / Pre-Design	05/15/2020
2	Schematic Design	09/15/2020
3	Design Development	08/01/2023
4	Construction Documents	08/01/2024
5	Bidding	TBD
6	Construction Administration	TBD
7	Close-Out	TBD
8	Construction Cost Estimate	4/1/2024

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>\$ 947,500</u>
Maximum Fees for Extra Services:	<u>\$ 0</u>
Maximum Reimbursement for Expenses:	<u>\$ 6,000</u>
Total Amount Not to Exceed:	<u>\$ 953,500</u>

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 Tasks 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 \$166,690**. 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.

MODIFICATION NUMBER 02 TO AE20-017

Rate Table

Item	Position	Unit	Regular1	Prevailing2	Travel3
Architect					
	<i>Principal</i>	<i>HR</i>	<i>\$260.00</i>	<i>n/a</i>	<i>No</i>
	<i>Senior Project Architect</i>	<i>HR</i>	<i>\$185.00</i>	<i>n/a</i>	<i>No</i>
	<i>Project Architect</i>	<i>HR</i>	<i>\$170.00</i>	<i>n/a</i>	<i>No</i>
	<i>Senior Project Manager</i>	<i>HR</i>	<i>\$240.00</i>	<i>n/a</i>	<i>No</i>
	<i>Senior Designer</i>	<i>HR</i>	<i>\$220.00</i>	<i>n/a</i>	<i>No</i>
	<i>Project Designer</i>	<i>HR</i>	<i>\$185.00</i>	<i>n/a</i>	<i>No</i>
	<i>Project Manager</i>	<i>HR</i>	<i>\$140.00</i>	<i>n/a</i>	<i>No</i>
	<i>Senior Job Captain</i>	<i>HR</i>	<i>\$120.00</i>	<i>n/a</i>	<i>No</i>
	<i>Job Captain/Designer 3</i>	<i>HR</i>	<i>\$130.00</i>	<i>n/a</i>	<i>No</i>
	<i>Designer 2</i>	<i>HR</i>	<i>\$105.00</i>	<i>n/a</i>	<i>No</i>
	<i>Designer 1</i>	<i>HR</i>	<i>\$90.00</i>	<i>n/a</i>	<i>No</i>
	<i>Junior Drafter</i>	<i>HR</i>	<i>\$60.00</i>	<i>n/a</i>	<i>No</i>
	<i>Administrative</i>	<i>HR</i>	<i>\$90.00</i>	<i>n/a</i>	<i>No</i>
Civil Engineering (ECG – Encompass Consultant Group)					
	Principal Engineer	HR	\$205.00	n/a	No
	Senior Engineer II	HR	\$190.00	n/a	No
	Senior Engineer I	HR	\$175.00	n/a	No
	Associate Engineer	HR	\$160.00	n/a	No
	Assistant Engineer II	HR	\$135.00	n/a	No
	Assistant Engineer I	HR	\$120.00	n/a	No
	Senior Designer	HR	\$135.00	n/a	No
	Designer	HR	\$95.00	n/a	No
	Technical/Clerical Support	HR	\$80.00	n/a	No
Structural Engineering (RGSE, Inc. Structural Engineers)					
	Structural Engineer	HR	\$220.00	n/a	No
	Professional Engineer	HR	\$185.00	n/a	No
	Engineer in Training	HR	\$155.00	n/a	No
	NDT Specialist	HR	\$155.00	n/a	No
	Designer/Technician	HR	\$130.00	n/a	No
	Draftsman	HR	\$100.00	n/a	No
Mechanical / Plumbing & Electrical Engineering (Consulting West)					
	Principal Engineer	HR	\$180.00	n/a	No
	Mechanical Engineer	HR	\$170.00	n/a	No
	Electrical Engineer II	HR	\$170.00	n/a	No
	Electrical Engineer I	HR	\$140.00	n/a	No
	Jr. Engineer	HR	\$125.00	n/a	No
	Designer/CAD Tech	HR	\$105.00	n/a	No
Landscape Architecture (Brodersen Associates)					
	Principal Landscape Architect	HR	\$145.00	n/a	No
	Associate Landscape Architect	HR	\$110.00	n/a	No
	Drafter	HR	\$85.00	n/a	No

MODIFICATION NUMBER 02 TO AE20-017

- 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	Site Analysis / Pre-Design	\$33,275.00
2	Schematic Design	\$133,415.00
Total		\$166,690.00

☒ a fixed fee compensation, in the lump sum amount of **\$780,810**, for completion of **Basic Services for Tasks 3, 4, and 8.**

Task Table

Task	Description	Maximum Fee
3	Design Development	\$268,344.00
4	Construction Documents	\$492,006.00
5	Bidding	TBD
6	Construction Administration	TBD
7	Close-Out	TBD
8	Construction Cost Estimate	\$20,460.00
Total		\$780,810.00

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 \$6,000.00**:

(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 if 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:

Public Works Agency
County of Ventura L#1670
800 South Victoria Avenue
Ventura, CA 93009-1670

Payment Schedule

Payments shall be made monthly by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Upon approval of the invoice, AGENCY shall pay CONSULTANT 95% of the maximum fee for the specific task/milestone. Upon completion and acceptance by AGENCY of the task/milestone, AGENCY shall pay CONSULTANT the balance of the fee.

Timely Invoicing

MODIFICATION NUMBER 02 TO AE20-017

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