

MODIFICATION NUMBER 2 TO CONTRACT AE21-026

Contract Title: Design Services for a New Animal Shelter

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

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 04/06/2022 for the CONSULTANT to provide Architectural and Engineering services to perform programming and site study to prepare a conceptual plans for the planning and design of a new Animal Shelter with a total contract amount of \$180,500.00, and a contract completion date of 11/30/2022; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 04/27/2023 to extend the CONTRACT completion date to 09/30/2023; the total contract amount remains unchanged at \$180,500.00; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to revise the conceptual plans; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$66,750.00, for a new total contract amount of \$ 247,250.00 and extend the contract completion date to 11/30/2024;

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: _____
Director of Public Works Agency Date

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:

Architectural and engineering services for the planning, design, permitting, and construction support of a new animal shelter facility for Ventura County Animal Services.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Programming and Visioning

- a. Perform existing facility review and analyze the current operational information, potential project phasing options, site flow and efficiency and existing cage and equipment review etc.
- b. Schedule a Stakeholder Visioning Session with a focus on building consensus and defining the vision for the future shelter.
- c. Organize and lead a staff Programming Workshop to clearly define current operations and complete a thorough room by room discussion of spatial requirements, including adjacencies, materials, and equipment requirements.
- d. Review previous assessments for conformance with current program needs and priorities.
- e. Prepare a detailed Needs Assessment document with an analysis of the existing site and facility, a summary of the goals generated from the Visioning Session and the requirements determined during the Programming workshop, as well as recommended animal capacity and recommended area summary.
- f. Finalize a program based on the discussion in the visioning sessions and programming workshop.
- g. Revise Needs Assessment & Program based on AGENCY review comments.

Deliverables

1. AGENCY approved Program (submitted in .pdf)
2. AGENCY approved Needs Assessment Document (submitted in .pdf)

Task 2 – Space Planning

- a. Determine which existing buildings/structures can be re-used or re-purposed for the new facility.
- b. Prepare space flow and bubble diagrams to examine the layout of the future Animal Shelter, including considerations for the paths of travel for intake, veterinary needs, adoptable animals, staff, and the public.
- c. Review site feasibility and phasing study to ensure the needs of the shelter and the shelter's operations are met and minimally disrupted.

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- d. Develop a phasing plan to allow for the facility to remain operational during construction.
- e. Prepare preliminary construction cost estimate based on approved space site plan.

Deliverables

- 1. AGENCY approved Space Plan Block Diagrams and Phasing Plan (submitted in .pdf and full-size color drawings)
- 2. Preliminary construction cost estimate (submitted in .pdf and .xls file format)

Task 3 – Civil Review

Written direction required from AGENCY prior to proceeding with this Task

- a. Civil Engineering site review as needed to identify any potential issues during the conceptual design phase.
- b. Prepare a civil engineering due diligence report identifying potential issues.

Deliverables

- 1. AGENCY approved Civil Engineering Due Diligence report (submitted in .pdf)

Task 4 – Conceptual Design

- a. Prepare conceptual layout and building floor plan and elevations.
- b. Create conceptual site plan with potential phasing options, site flow and efficiency, operational efficiency, and public and operation flows.
- c. Prepare a construction cost estimate based on AGENCY approved Conceptual Site plan.

Task 4A – Revised Conceptual Design & Estimate

- a. ***Review site feasibility and phasing study to ensure all the County needs for new shelter are met and that the Animal Shelter can be operational with minimum disruption during construction.***
- b. ***Revise the conceptual plans to have better site flow efficiency to eliminate the need for future phases and to include renovation of the existing admin building (instead of demo and rebuild) and to expand the clinic.***
- c. ***Organize meetings with the County staff as needed to revise the building components, and the site layout.***
- d. ***Revise the existing conceptual plans and construction cost estimate per AGENCY comments.***

Deliverables

- 1. ***AGENCY approved revised Conceptual Site Plan(s), building floor plans and elevations and Phasing Plan (submitted in .pdf and full-size color drawings)***
- 2. ***AGENCY approved cost estimate based on the conceptual plans (submitted in .pdf and .xls file format)***

Task 5 – Schematic Design

Task 6 – Design Development

Task 7 – Construction Documents

Task 8 – Bid Support

Task 9 – Construction Administration & Project Close-out

Tasks 5 – 9 will be further specified in a contract amendment after Task 1 -4 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. Topographic and boundary survey of existing site.

End of Exhibit A

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

1. Schedule

All Work on this contract shall be completed by 11/30/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1.	Programming and Visioning	07/15/2022
2.	Space Planning	08/30/2022
3.	Civil Review	08/30/2022
4.	Conceptual Design	09/30/2022
4A	<i>Revised Conceptual Design and Estimate</i>	<i>08/30/2024</i>
5.	Schematic Design	TBD
6.	Design Development	TBD
7.	Construction Documents	TBD
8.	Bid Support	TBD
9.	Construction Administration & 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:	\$ 237,250.00
Maximum Fees for Extra Services:	\$ 0.00
Maximum Reimbursement for Expenses:	\$ 10,000.00
Total Amount Not to Exceed:	\$ 247,250.00

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 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 \$ 170,500.00**. 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
LDA Partners					
1.	Principal Architect	HR	\$ 275	n/a	Yes
2.	Project Architect/Manager	HR	\$ 250	n/a	Yes
3.	Project Designer/Planner	HR	\$ 200	n/a	Yes
4.	Draftsperson	HR	\$ 150	n/a	No
5.	Clerical/Staff	HR	\$ 85	n/a	No
Jackson & Ryan					
6.	Principal	HR	\$ 285	n/a	Yes
7.	Senior Associates	HR	\$ 220	n/a	Yes
8.	Associates	HR	\$ 165	n/a	Yes
9.	Architectural Staff	HR	\$ 110	n/a	Yes
10.	Financial Manager	HR	\$110	n/a	No
11.	Marketing	HR	\$ 80	n/a	No
12.	Clerical	HR	\$ 70	n/a	No
Jensen Design					
13.	Principal Engineer/CEO/President	HR	\$ 210	n/a	Yes
14.	Senior VP of Engineering	HR	\$ 195	n/a	Yes
15.	VP of Engineering	HR	\$ 185	n/a	Yes
16.	Sr. Civil Engineer II	HR	\$ 180	n/a	Yes
17.	Sr. Civil Engineer I	HR	\$ 165	n/a	Yes
18.	Sr. Project Manager	HR	\$ 160	n/a	Yes
19.	Civil Engineer II	HR	\$ 155	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.

Task Table

Task	Description	Maximum Fee
1.	Programming and Visioning	\$ 55,000.00
2.	Space Planning	\$ 50,000.00
3.	Civil Review	\$ 17,500.00
4.	Conceptual Design	\$ 48,000.00
5.	Schematic Design	\$TBD
6.	Design Development	\$ TBD
7.	Construction Documents	\$ TBD
8.	Bid Support	\$ TBD
9.	Construction Administration & Project Close-out	\$ TBD
Total		\$ 170,500.00

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a **fixed fee** compensation, in the lump sum amount of **\$ 66,750.00**, for completion of all Basic Services.

Task Table

Task	Description	Lump Sum
4A	<i>Revised Conceptual Design and Estimate</i>	\$66,750.00
<i>Total</i>		\$ 66,750.00

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 \$ 10,000.00**:

(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@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