

MODIFICATION NUMBER 2 TO CONTRACT AE24-033

Contract Title: Foster Library Upgrades Design and Construction

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

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 02/15/2024 for the CONSULTANT to provide preliminary design services for E.P Foster Library to upgrade HVAC, the elevator, structural requirements, ADA infrastructure, the electrical, the plumbing, the finishes, site improvements, and roofing with a total contract amount of \$100,000, and a contract completion date of 05/31/2024; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 07/29/2024 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, engineering, and administration services for the final design, cost estimating, permitting, bidding and construction administration to upgrade the E.P Foster Library; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$835,075.00, and increase the maximum Reimbursable Expenses by \$2,500.00, for a new total contract amount of \$937,575.00 and extend the contract completion date to 05/30/2027;

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 Foster Library project is for design and construction for upgrading the HVAC, the elevator, structural requirements, ADA Infrastructure, the electrical, the plumbing, the finishes, site improvements, and roofing.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Schematic Assessment/ Preliminary Design

- A. Review as-built plans and field conditions.
- B. Coordinate with the AGENCY to develop several options for potential improvements to the building.
 - a. Potential Improvements:
 - i. HVAC
 - ii. Elevator
 - iii. Accessibility Improvements
 - iv. Electrical
 - v. Plumbing
 - vi. Basement/ Foundations/ Superstructure
 - vii. Interior Construction and Finishes
 - viii. Site Improvements
 - ix. Roofing
 - x. Exterior Enclosure
- C. Create concept floor plans and interior elevations as needed to illustrate and prioritize improvements.
- D. Review building code requirements and determine what requirements will be triggered from various improvements that are being proposed.
- E. Conduct Tier 1 screening per ASCE 41-17 *Seismic Evaluation and Retrofit of Existing Buildings* to evaluate the need and potential for seismic upgrades.
- F. Provide cost estimate for the improvements [up to 15 tasks].
- G. Conduct final review meeting with the AGENCY.

Deliverables

- 1. Conceptual floor plans; PDF.
- 2. Cost Estimate.

Task 2 – Design Development

- A. Perform job site visits as necessary and meet with project stakeholders.***
- B. Prepare plans to replace the storefront, windows and glazing replacement considering the building's architectural significance.***
- C. Prepare plans for first floor restrooms revisions to multi-stall men's & women's and one single occupant restroom. Provide elevations and details.***
- D. Prepare plans to replace the second-floor restroom finishes, fixtures and partitions.***
- E. Prepare plans for reroofing.***
- F. Prepare plans to replace elevator mechanical equipment, controls and cab interior.***
- G. Prepare plans to include new HVAC systems and exhaust fans.***
- H. Perform heating and cooling load calculations for sizing equipment and energy report.***
- I. Prepare structural plans for anchoring of mechanical screen and equipment, prepare structural calculations.***
- J. Prepare plans for domestic water bulk main piping and shut off valve replacements, including a new reduced pressure backflow preventer and exterior water line replacement from the meter to the building.***
- K. Prepare plans for replacing all fixtures and water, waste and vent, condensate drains, and rainwater piping within the building.***
- L. Perform video investigation of sewer piping and prepare plans for replacement if needed.***
- M. Coordinate with Southern California Edison on the design of a new electrical service to the library to support loads generated by the new HVAC equipment.***
- N. Perform Arc-flash study of existing distribution equipment.***
- O. Prepare plans for lighting fixture and branch wiring replacement, including Title-24 controls.***
- P. Prepare plans for circuit breaker maintenance and replacements.***
- Q. Prepare plans for complete replacement of the fire alarm system with a modern system and devices that also includes emergency evacuation notification.***
- R. Prepare plans to provide/replace emergency egress lighting and illuminated exit signs.***
- S. Prepare plans for replacing the public address system.***
- T. Prepare plans to replace/repair all exterior soft joints at concrete panels, and joints between dissimilar materials.***
- U. Prepare plans to replace the books Stacks on the first floor with lower units.***
- V. Provide demolition plans and specifications for all equipment and materials and work to be performed.***

W. Prepare Design Development specifications.

Deliverables

- 1. AGENCY approved Design Development Plans from all trades (submitted in .pdf and .dwg file formats, full size hard copies as requested)***
- 2. AGENCY approved Design Development Specifications from all trades (submitted in .pdf and .docx file formats)***

Task 3 – Construction Documents

- A. Prepare Construction Documents and obtain permit approval.***
- B. Prepare Construction Specifications. Coordinate with AGENCY for front end requirements and Division 1 language.***
- C. Submit full set of 90% Construction Documents for plan check submittal to County of Ventura Building and Safety.***
- D. Incorporate plan check corrections and AGENCY comments into drawings and specifications.***
- E. Submit revised 100% Construction Documents required for building permit approval.***
- F. Develop construction cost estimate.***

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. AGENCY approved construction cost estimate***
- 4. Building Department Approved Construction Document Permit set (submitted in .pdf and full size hard copies as requested)***

Task 4 – Bid Support

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

- 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.***

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, full size hardcopies as requested)**

Task 5 – Construction Administration

Assist the AGENCY during the construction phase.

- A. Attend pre-construction meetings.**
- B. Attend regular (assume weekly) construction progress job-site meetings through duration of construction.**
- C. Review all required submittals, samples, product data, and shop drawings.**
- D. Review and respond to construction RFIs and Submittals in Procore.**
- E. Assist AGENCY with review and evaluation of contractor submitted Change Order Requests and prepare cost estimates for the proposed work.**
- F. Participate in punch list walks, prepare punch lists, and confirm all corrections have been completed.**

Deliverables

- 1. Review comments and cost estimates for changes in work. ASI drawings as needed.**
- 2. Submittal review and approval. RFI responses**
- 3. Site observation notes & reports. Meeting minutes review and comments.**
- 4. Punch List reports and logs.**

Task 6 – Project Close-Out

- A. Review contractor red lines and prepare as-built drawings.**
- B. Input all of the changes during construction into the AutoCAD drawings to provide the AGENCY with final record as-built drawings in AutoCAD version. Incorporate changes across entire consultant team for a consistent drawing set that reflects all changes during construction.**
- C. Review O&M Manuals, warranties, and other required close out materials submitted by contractor to ensure conformance with contract requirements.**

Deliverables

- 1. AGENCY approved As-Built Record Drawings (submitted in .pdf and .dwg file formats, full size hardcopies as requested)**

3. Extra Services

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by the 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. Available as-built information.

End of Exhibit A

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

1. Schedule

All Work on this contract shall be completed by **05/30/2027**.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Schematic Assessment/ Preliminary Design	Completed
2	Design Development	<i>12/31/2024</i>
3	Construction Documents	<i>08/30/2025</i>
7	Bid Support	<i>05/30/2026</i>
8	Construction Administration	<i>03/30/2027</i>
9	Project Close-Out	<i>04/30/2027</i>

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:	\$ 933,515.00
Maximum Fees for Extra Services:	\$ 0.00
Maximum Reimbursement for Expenses:	\$ 4,060.00
Total Amount Not to Exceed:	\$ 937,575.00

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 \$933,515.00**. 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.

Rate Table

Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
	Kruger Bensen Ziemer Architects, Inc. (KBZ)				
	Principal	HR	\$240.00	n/a	No
	Project Architect	HR	\$220.00	n/a	No
	Project Manager/ Designer	HR	\$195.00	n/a	No
	Interior Designer	HR	\$175.00	n/a	No
	Architectural Assistant	HR	\$160.00	n/a	No
	Clerical	HR	\$105.00	n/a	No
	Stork, Worfe & Associates (Structural Engineers)				
	Principal Engineer	HR	\$240.00	n/a	No
	Senior Engineer	HR	\$160.00	n/a	No
	Project Engineer	HR	\$140.00	n/a	No
	Junior Engineer	HR	\$120.00	n/a	No
	Senior CAD Drafter	HR	\$100.00	n/a	No
	Junior CAD Drafter	HR	\$80.00	n/a	No
	Secretarial	HR	\$60.00	n/a	No
	Intern	HR	\$40.00	n/a	No
	AE Group (Mechanical/Plumbing)				
	Registered Mechanical Engineer	HR	\$260.00	n/a	No
	Mechanical Engineering Assistant	HR	\$210.00	n/a	No
	Craig Hood (Electrical)				
	Principals	HR	\$260.00	n/a	No
	Project Manager	HR	\$200.00	n/a	No

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Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
	CADD Designer/Operator	HR	\$195.00	n/a	No
	Tech Spec Writer/Word Process	HR	\$195.00	n/a	No
	Jacobus & Yuang, Inc. (Estimator)				
	Principal	HR	\$202.63	n/a	No
	Senior Estimator	HR	\$137.39	n/a	No
	Estimator	HR	\$101.32	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	Schematic Assessment/ Preliminary Design	\$98,440.00
2	Design Development	\$147,700.00
3	Construction Documents	\$476,815.00
4	Bid Support	\$40,780.00
5	Construction Administration	\$166,740.00
6	Project Close-Out	\$3,040.00
	Total	\$933,515.00

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 \$4,060**:

(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

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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