

MODIFICATION NUMBER 1 TO CONTRACT AE19-044

Contract Title: Design Support for VCMC Ronald McDonald Family Room

This modification ("Modification No. 1") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and Rasmussen & Associates, hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT originally entered into on 06/10/2019 ("Contract") for the CONSULTANT to provide preliminary design services for the VCMC Ronald McDonald Family Room including preliminary drawings, finish selections, preliminary construction cost estimate, preliminary construction schedule, and revised interior renderings for presentation with a total contract amount of \$34,750.00 and a contract completion date of 3/31/2020 ; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to *provide architectural and engineering services for construction documents and OSHPD permit coordination*; and

WHEREAS, it has become necessary to modify the terms of the Contract to increase the maximum fees for Basic Services by \$154,500.00, for a new total contract amount of \$189,250.00;

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 with attached Modification No. 1 Revised Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:
Replace with attached Modification No. 1 Revised Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:
Replace with attached Modification No. 1 Revised 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:

Provide design services for the Ronald McDonald Family Room Project.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Preliminary Design Phase

- A. Review project program and preliminary drawings with the AGENCY and prepare updates.
- B. Review accessibility requirements of paths of travel and toilet rooms as they relate to the requirements of this project and make recommendations for improvement if required.
- C. Conduct site visit to confirm existing conditions and update the plans as required.
- D. Prepare preliminary Building Code analysis and identify issues that need to be addressed to allow for this use to be constructed and occupied as desired.
- E. Prepare preliminary color and material palette and present to AGENCY for review.
- F. Prepare preliminary construction cost estimate.
- G. Revise interior renderings for AGENCY to make a Board of Supervisors presentation.

Deliverables

- 1. Preliminary drawings indicating updated floor plans as required along with mechanical and electrical narrative of how the spaces will be served with the required utilities.
- 2. Rough Order of Magnitude Budget.
- 3. Preliminary Schedule for the construction time required for the project.
- 4. Updated interior renderings.

Task 2 – Construction Document Phase

- A. Review schematic design drawings with the AGENCY and prepare updates.***
- B. Prepare construction documents that include architectural, structural, mechanical, and electrical plans and specification, and necessary engineering calculations.***
- C. Submit the documents to OSHPD for plan check review for issuance of a building permit.***
- D. Prepare final color and material palette and present to AGENCY for review.***
- E. Update construction cost estimate.***

Deliverables

1. *Permitted drawings approved by the AGENCY.*
2. *Revised Construction Cost Estimate.*
3. *Revised schedule for the construction time required for the project.*

Task 3 – Bidding

Task 4 – Construction Administration

Task 5 – Close-Out

Tasks 3-5 will be further specified in a contract amendment after Tasks 1-2 are complete. CONSULTANT shall not proceed with work on Tasks 3-5 prior to AGENCY'S written authorization.

Assumptions

- a. The project will be initially designed with the spaces considered as accessory occupancies to the existing I-2 occupancy. However, the project will be designed such that the larger room can be considered an A-3 occupancy in the future once the primary occupancy converts to B as a part of the Removal from Acute Care Service.
- b. The existing mechanical and electrical services and distribution have sufficient capacity for the proposed modifications and additions.
- c. The existing mechanical and electrical installations are code compliant based on the codes in effect at the time they were installed.
- d. No structural upgrades other than equipment anchorage will be required.
- e. There are no national design standards for the Ronald McDonald House Charities that would require work in excess of the minimum requirements of the California Code of Regulations.
- f. Extensive accessibility upgrades outside the footprint of the project scope are not included as a part of this proposal.
- g. The AGENCY and the CONSULTANT will work together with a goal of obtaining the OSHPD permit before 12/31/2019.***

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)

1. Schedule

All Work on this contract shall be completed by 3/31/2020.CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Preliminary Design Phase	10/31/2019
2	<i>Construction Document Phase</i>	<i>12/31/2019</i>
3	<i>Bidding</i>	<i>TBD</i>
4	<i>Construction Administration</i>	<i>TBD</i>
5	<i>Close-Out</i>	<i>TBD</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:	\$189,000.00
Maximum Fees for Extra Services:	\$0.00
Maximum Reimbursement for Expenses:	\$250.00
Total Amount Not to Exceed:	\$189,250.00

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 \$189,000.00**. 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

Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to: phone

Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
Rasmussen & Associates					
1	Senior Principal	HR	\$190.00	n/a	No
2	Principal	HR	\$165.00	n/a	No
3	Associate	HR	\$150.00	n/a	No
4	Senior Architect	HR	\$126.00	n/a	No
5	Project Manager	HR	\$110.00	n/a	No
6	Senior Draftsman	HR	\$90.00	n/a	No
7	Senior CADD Technician	HR	\$80.00	n/a	No
8	CADD Technician	HR	\$65.00	n/a	No
9	Clerical	HR	\$65.00	n/a	No
IRJ - Subconsultant					
10	Mechanical and Electrical Principals	HR	\$160.00	n/a	No
11	Professional Engineers	HR	\$135.00	n/a	No
12	Senior Engineering Designers	HR	\$100.00	n/a	No
13	Engineering Designers/CAD Drafters	HR	\$85.00	n/a	No
14	Mechanical and Electrical Clerical Staff	HR	\$60.00	n/a	No
Lawrence R. Hauer Structural Engineer - Subconsultant					
15	President/ Principal	HR	\$200.00	n/a	No
C.P. O'Halloran Associates - Subconsultant					
25	Principal	HR	\$215.00	n/a	No
26	Associate	HR	\$165.00	n/a	No
27	Senior Estimator	HR	\$135.00	n/a	No
28	Assistant Estimator	HR	\$115.00	n/a	No
Phase 2 Interiors – Subconsultant					
29	Principal	HR	\$110.00	n/a	No
30	Designer	HR	\$65.00	n/a	No
31	Clerical	HR	\$45.00	n/a	No

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	Preliminary Design Phase	\$34,500.00
2	Construction Document Phase	\$154,500.00
3	Bidding	\$0.00
3	Construction Administration	\$0.00
4	Close-Out	\$0.00

Total **\$189,000.00**

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 \$250.00**:

(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

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