



**COUNTY OF HUMBOLDT**  
**DEPARTMENT OF PUBLIC WORKS**  
1106 SECOND STREET  
EUREKA, CALIFORNIA 95501

**BID OPENING**

**PROJECT:** Humboldt County Arcata-Eureka Airport, Airport Rescue and Fire Fighting Facility - Phase IV  
**FAA AIP NUMBER:** 03-06-0010-046  
**PROJECT NUMBER:** 919280  
**TIME & LOCATION:** Tuesday, August 1, 2017 - 2:00 PM - Room 111, 825 5<sup>TH</sup> Street, Eureka, CA  
**ARCHITECTS ESTIMATE:** \$5,300,000

**NAME & ADDRESS OF BIDDER**

**AMOUNT OF BID**

1.	Hal Heys 4181 Lathan St Riverside, CA 92501	ADD #1 ✓	8,227,000 ✓
2.	DANCO 5251 Ericson Way Arcata, CA 95521	ADD #1 ✓	5,949,249 ✓
3.			
4.			
5.			
6.			
7.			
8.			

**AGREEMENT FOR AIRPORT CONSULTANT SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
THE KPA GROUP, INC.**

**PROJECT NAME: AIRPORT RESCUE AND FIRE FIGHTING FACILITY PHASE 4-  
CONSTRUCTION  
ARCATA/EUREKA AIRPORT  
FAA PROJECT NUMBER: AIP 03-06-0010-046  
COUNTY PROJECT NUMBER: 919280**

This Agreement, entered into this 17<sup>th</sup> day of October, 2017 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The KPA Group, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY has obtained grant funds through the Federal Aviation Administration ("FAA") to complete the building construction phase for an Airport Rescue and Fire Fighting ("ARFF") facility to be constructed at the Arcata/Eureka Airport ("ACV"), which shall be hereinafter referred to as the "Project;" and

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain a qualified professional to assist COUNTY in meeting the objectives of the Project; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, pursuant to California Government Code Section 31000, COUNTY may retain independent contractors to perform special services for the COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is specially trained, skilled, experienced and qualified to perform the services required by COUNTY.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Airport Consulting Services. CONSULTANT agrees to furnish airport consulting services pertaining to the Project in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director or a designee thereof, hereinafter referred to as "Director."
- B. Additional Services. No additional services shall be performed by CONSULTANT prior to the execution of a written amendment to this Agreement and the issuance of a separate "Notice to Proceed" authorizing the performance of such additional services. Any amendments

authorizing the performance of additional services shall include a detailed description of such services, the dollar value thereof and the method by which such services shall be compensated.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with all technical data and information necessary for CONSULTANT to complete the services required hereunder.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions pertaining to this Agreement. COUNTY's representative shall have overall charge and responsibility of COUNTY's activities and obligations hereunder. All correspondence pertaining to the performance of CONSULTANT's duties and obligations contained herein shall be submitted to COUNTY's representative.
- C. Notification of Project Impacts. COUNTY shall issue Notices to Airmen and announcements to appropriate airport personnel regarding Project impacts at ACV.
- D. Review of Submitted Materials. COUNTY shall thoroughly review all draft reports, estimates, drawings, specifications, and other documents submitted by CONSULTANT. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within fifteen (15) calendar days from the receipt thereof.
- E. Project Approvals. COUNTY shall make reasonable efforts to obtain all approvals necessary for the completion of the Project.
- F. Disadvantaged Business Enterprise Plan Updates. COUNTY shall update the COUNTY's Disadvantaged Business Enterprise Plan as required by FAA.

3. TERM:

This Agreement shall begin upon execution by both parties and remain in full force and effect for a period of seven hundred (700) calendar days, unless sooner terminated as provided herein.

4. TERMINATION OF AGREEMENT:

- A. Termination by COUNTY. COUNTY may, by written notice, terminate this Agreement in whole or in part, at any time, either for COUNTY's convenience or because of CONSULTANT's failure to fulfill its obligations hereunder. Upon receipt of such notice, CONSULTANT must immediately discontinue providing services hereunder, unless otherwise directed by COUNTY, and all materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in progress, shall be delivered to COUNTY.
- B. Effect of Termination for Convenience. In the event this Agreement is terminated for the convenience of COUNTY, an equitable adjustment in the contract price will be made; however, no amount will be allowed for anticipated profit on unperformed services.
- C. Effect of Termination for Breach of Contract. In the event this Agreement is terminated due to CONSULTANT's failure to fulfill its obligations hereunder, COUNTY may take over the work and prosecute the same to completion by agreement or otherwise. In such cases,

CONSULTANT is liable to COUNTY for any additional cost occasioned to COUNTY thereby.

- D. Modification of Termination Decision. If, after issuing notice of termination due to CONSULTANT's failure to fulfill its obligations hereunder, COUNTY determines that CONSULTANT had not so failed, the termination will be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the contract price will be made as provided herein.
- E. Additional Rights and Remedies. The rights and remedies of COUNTY provided in this provision are in addition to any other rights and remedies provided by law or this Agreement.

5. COMPENSATION:

The maximum amount payable by COUNTY for services rendered, and expenses incurred, by CONSULTANT pursuant to the terms and conditions of this Agreement is Three Hundred Thirty-One Thousand Two Hundred Fifty Dollars (\$331,250.00). The specific rates and costs applicable to this Agreement shall be as set forth in Exhibit C – Project Budget.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly progress reports and invoices which itemize all work completed as of the invoice date. All invoices submitted by CONSULTANT shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment not more than thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works  
Attention: Thomas K. Mattson  
1106 Second Street  
Eureka, California 95501

CONSULTANT: The KPA Group, Inc.  
Attention: Paul W. Powers  
6700 Koll Center Parkway, Suite 125  
Pleasanton, California, 94566

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date

of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state or federal agencies, including, but not limited to, the FAA, and the Comptroller General of the United States. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements of the Project shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 1280.18; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be



required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

12. COMPLIANCE WITH GENERAL CIVIL RIGHTS REQUIREMENTS:

A. Legal Compliance. CONSULTANT hereby agrees that it will comply with any and all applicable local, state and federal statutes, Executive Orders and such rules and regulations as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from federal assistance.

B. Effect of Provision. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, and shall bind CONSULTANT from the bid solicitation period through the completion of this Agreement. This provision also obligates the tenant, concessionaire, lessee or its transferee for the period during which federal assistance is extended to the airport through the Airport Improvement Program, except where federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In such cases this provision shall obligate the party or any transferee for the longer of the following periods:

1. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
2. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

13. COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS:

During the performance of this Agreement, CONSULTANT, for itself, and its assignees and successors in interest, agrees as follows:

A. Compliance with Regulations. CONSULTANT shall comply with the List of Pertinent Non-Discrimination Statutes and Authorities set forth in Title VI of the Civil Rights Act of 1964, including, but not limited to, the regulations in 49 C.F.R. Part 21 - Non-Discrimination in Federally Assisted Programs of the Department of Transportation ("DOT"), all as may be amended from time to time, which are incorporated herein by reference and made a part of this Agreement.

- B. Non-discrimination. CONSULTANT, with regard to the work performed in connection with this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including, but not limited to, procurements of materials and leases of equipment. CONSULTANT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of 49 C.F.R. Part 21, including, without limitation, employment practices when the agreement covers any activity, project or program set forth in Appendix B of 49 C.F.R. Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a subcontract, including, without limitation, procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the laws and regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. CONSULTANT shall provide all information and reports required by 49 C.F.R. Part 21, and any directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by COUNTY, FAA, or the Comptroller General of the United States to be pertinent to ascertain compliance with all applicable regulations, orders, and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, CONSULTANT shall so certify to COUNTY or FAA, as appropriate, and shall set forth what efforts it has made to obtain such information. CONSULTANT shall maintain all required records for three (3) years after COUNTY makes final payment hereunder and all other pending matters related to the Project are closed.
- E. Sanctions for Noncompliance. In the event of CONSULTANT's noncompliance with the Non-Discrimination provision of this Agreement, COUNTY shall impose such contract sanctions as COUNTY or FAA may determine to be appropriate, including, but not limited to:
  - 1. Withholding payments to CONSULTANT under this Agreement until CONSULTANT can demonstrate adequate compliance with the applicable non-discrimination laws, regulations and authorities; and/or
  - 2. Cancellation, termination, or suspension of this Agreement, in whole or in part.
- F. Incorporation of Provisions. CONSULTANT shall include paragraphs 13(A) through 13(F) herein in every subcontract, including procurements of materials and leases of equipment, unless exempt by the applicable laws, regulations, authorities or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as COUNTY or FAA may direct as a means of enforcing such provisions, including, but not limited to, sanctions for noncompliance. In the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request that COUNTY enter into such litigation to protect the interests of COUNTY. In addition, CONSULTANT may request that the United States enter into such litigation to protect the interests of the United States.

14. DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION:

- A. Contract Assurance. CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. CONSULTANT agrees to ensure

that Disadvantaged Business Enterprises (“DBE”) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as COUNTY deems appropriate.

- B. Prompt Payment. CONSULTANT agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment CONSULTANT receives from COUNTY. CONSULTANT further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval from COUNTY. This provision applies to both DBE and non-DBE subcontractors.

15. RESTRICTIONS ON LOBBYING AND INFLUENCING FEDERAL EMPLOYEES:

- A. Certification of Compliance. By executing this Agreement, CONSULTANT certifies, to the best of its knowledge and belief, that:
  - 1. No federal, appropriated funds have been paid, or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with a federal contract, grant, loan or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL – “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- B. Effect of Non-Compliance. This Certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31 of the United States Code (“U.S.C.”). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

16. TRADE RESTRICTIONS:

- A. Certification of Compliance. By executing this Agreement, CONSULTANT certifies, to the best of its knowledge and belief, that:
  - 1. CONSULTANT is not owned or controlled by one (1) or more citizens of a foreign country included in the list of countries that discriminate against United States firms published by the United States Trade Representative.



2. CONSULTANT has not knowingly entered into any contract or subcontract for the Project with a person that is a citizen or national of a foreign county on said list, or is owned or controlled directly or indirectly by one (1) or more citizens or nationals of foreign country on said list.
3. CONSULTANT has not procured any product nor subcontracted for the supply of any products for use on the Project that is produced in a foreign county on said list.

- B. Effect of Non-Compliance. Unless the restrictions of this provision are waived by the Secretary of Transportation in accordance with 49 C.F.R. 30.17, no contract shall be awarded to CONSULTANT if it is unable to certify to the above. If CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, FAA may direct through COUNTY cancellation of this Agreement at no cost to the United States Government.
- C. Incorporation of Provisions. CONSULTANT further agrees that it will incorporate this provision for certification, without modification, in each contract and in all lower tier subcontracts related to the Project. CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- D. Notice of Non-Compliance. CONSULTANT shall provide immediate written notice to COUNTY, if CONSULTANT learns that its certification, or that of a subcontractor, was erroneous when submitted or has become erroneous by reason of changed circumstances. In addition, CONSULTANT shall require any and all subcontractors to provide written notice to CONSULTANT, if at any time it learns that its certification was erroneous by reason of changed circumstances.

17. DEBARMENT AND SUSPENSION:

- A. Certification of Compliance Regarding CONSULTANT. By executing this Agreement, CONSULTANT certifies, to the best of its knowledge and belief, that neither CONSULTANT nor its principals are presently debarred or suspended by any federal department or agency from participation in the Project.
- B. Certification of Compliance Regarding Lower Tier Participants. In the event CONSULTANT administers lower tier subcontracts that exceed Twenty-Five Thousand Dollars (\$25,000.00) as a "covered transaction" in connection with the Project, CONSULTANT must verify each lower tier participant of a "covered transaction" under the Project is not presently debarred or otherwise disqualified from participation in this federally assisted project. CONSULTANT shall meet this requirement by:
1. Checking the System for Award Management at the following website:  
<http://www.sam.gov>.
  2. Collecting a certification statement similar to the certification of compliance provided CONSULTANT herein.
  3. Inserting a clause or condition in the "covered transaction" agreement with the lower tier participant.

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- C. Effect of Non-Compliance by Lower Tier Participant. In the event FAA later determines that a lower tier participant failed to tell CONSULTANT that it was excluded or disqualified at the time it entered the "covered transaction," FAA may pursue any available remedies, including, without limitation, suspension and debarment.

18. CONFLICT OF INTEREST:

The parties hereby certify that CONSULTANT has not been required, either directly or indirectly, to employ or retain, or agree to employ or retain, any person or firm or pay, or agree to pay, any person, firm or organization any fee, contribution, donation or consideration of any kind as an express or implied condition of obtaining or carrying out this Agreement.

19. CLEAN AIR AND WATER POLLUTION CONTROL:

- A. Certification of Compliance. During the performance of this Agreement, CONSULTANT, for itself, and its assignees and successors in interest, agrees as follows:

1. That any facility to be used in the performance of this Agreement, or subcontract hereunder, or to benefit from the performance of this Agreement is not listed on the Environmental Protection Agency ("EPA") List of Violating Facilities.
2. To comply with all the requirements of Section 114 of the Clean Air Act ("CWA"), as amended, 42 U.S.C. 1857, et seq. and Section 308 of the federal Water Pollution Control Act ("WPCA"), as amended, 33 U.S.C. 1251, et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 of the CWA and Section 308 of the WPCA, respectively, and all other regulations and guidelines issued thereunder.
3. As a condition for the award of this Agreement, CONSULTANT and its subcontractors hereunder will notify COUNTY of the receipt of any communication from EPA indicating that a facility to be used for the performance of, or benefit from, this Agreement is under consideration to be listed on the EPA List of Violating Facilities.
4. To include, or cause to be included, in any construction contract or subcontract which exceeds One Hundred Thousand Dollars (\$100,000.00) the aforementioned criteria and requirements.

- B. Incorporation of Provisions. CONSULTANT further agrees that it will incorporate this provision, without modification, in each contract and in all lower tier subcontracts related to the Project.

20. WORKHOURS AND SAFETY STANDARDS:

During the performance of this Agreement, CONSULTANT, for itself, and its assignees and successors in interest, agrees as follows:

- A. Overtime Requirements. With regard to any portion of this Agreement which may require or involve the employment of laborers or mechanics, CONSULTANT, and its subcontractors hereunder, shall not require or permit any such laborer or mechanic, including, without limitation, watchmen and guards, in any workweek in which he or she is employed, to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Effect of Non-Compliance. In the event of any violation of the overtime requirements set forth herein, CONSULTANT, and its subcontractors hereunder, shall be liable for the unpaid wages. In addition, CONSULTANT, and its subcontracts hereunder, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including, without limitation, watchmen and guards, employed in violation of the overtime requirements set forth herein, in the sum of Ten Dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages as required herein.
- C. Withholding for Unpaid Wages and Liquidated Damages. FAA or COUNTY shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by CONSULTANT, and/or its subcontractors hereunder, pursuant to the terms and conditions of this Agreement, any other federal contract with the same prime contractor or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONSULTANT, and/or its subcontractors hereunder, for unpaid wages and liquidated damages provided for herein.
- D. Incorporation of Provisions. CONSULTANT further agrees that it shall, and shall require that all subcontractors hereunder, incorporate this provision, without modification, in each contract and in all lower tier subcontracts related to the Project. CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with this provision.

21. DRUG-FREE WORKPLACE:

By executing this Agreement, CONSULTANT hereby certifies that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.), and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONSULTANT's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.

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- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
  2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONSULTANT may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONSULTANT violates the certification by failing to carry out the above-referenced requirements.

22. INDEMNIFICATION:

To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of the obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall require that all subcontractors hereunder agree to indemnify COUNTY as required by this Agreement.

23. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include

coverage of all owned, non-owned and hired vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations Administration of Self-Insurance shall be filed with the Clerk of the Humboldt County Board of Supervisors.
  4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Two Million Dollars (\$2,000,000.00) general aggregate. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insureds for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
    - c. Is the primary insurance with regard to COUNTY.
    - d. Does not contain a pro-rata, excess only and/or escape clause.
    - e. Contains a cross liability, severability of interest or separation of insureds clause.
  2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

Humboldt County Department of Public Works  
Attention: Thomas K. Mattson  
1106 Second Street  
Eureka, California 95501

CONSULTANT: The KPA Group, Inc.  
Attention: Paul W. Powers  
6700 Koll Center Parkway, Suite 125  
Pleasanton, California, 94566

#### 24. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONSULTANT shall be solely responsible for the acts or omissions of its agents, officers, directors, employees, licensees, invitees, assignees and subcontractors.



25. FEDERAL OBLIGATION:

It is understood by COUNTY and CONSULTANT that FAA is not a party to this Agreement and will not be responsible for costs incurred hereunder, except as agreed upon by COUNTY and the FAA under a separate grant agreement pertaining to the airport consulting services provided pursuant to the terms and conditions of this Agreement.

26. COMPLIANCE WITH APPLICABLE LAWS:

CONSULTANT agrees to comply with all local, state, and federal laws and regulations applicable to the services covered by this Agreement. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

27. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

28. NO LIMITATION ON AVAILABLE REMEDIES:

CONSULTANT hereby acknowledges that any violation or breach of the terms and/or conditions of this Agreement on the part of CONSULTANT or any of its subcontractors may result in the suspension or termination of this Agreement, as provided herein, or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by this Agreement, and any and all documents associated therewith, and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations rights or remedies otherwise imposed or available by law.

29. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

30. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

31. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

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32. NO WAIVER OF DEFAULT:

- A. General Waivers. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
- B. Payment. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

33. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

34. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

35. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this Agreement.

36. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents and information for its records. In the event of termination this Agreement, for any reason whatsoever, CONSULTANT shall promptly turn over all information, writing and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

37. RIGHTS TO INVENTIONS:

Notwithstanding Section 27 of this Agreement, all rights to inventions and materials generated under this Agreement are subject to any and all applicable requirements and regulations issued by FAA and the Sponsor of the Federal grant under which this Agreement is executed.

38. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet).

CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

39. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

40. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

41. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

42. SURVIVAL:

The duties and obligations of the parties set forth in Section 4 – Termination of Agreement, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information, Section 13(D) – Information and Reports and Section 22 – Indemnification shall survive the expiration or termination of this Agreement.

43. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

44. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

45. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

46. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

47. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all previous agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

48. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.


[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.


*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

**THE KPA GROUP, INC.:**

By:   
 Paul W. Powers  
 Principal

Date: 9/26/17

By:   
 Paul W. Powers  
 Secretary of the Board

Date: 9/26/17

**COUNTY OF HUMBOLDT:**

By:   
 Virginia Bass  
 Chair, Humboldt County Board of Supervisors

Date: 10/17/17

(SEAL)

ATTEST:  
Clerk of the Board

By: 

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
 Risk Manager

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule

## **EXHIBIT A SCOPE OF SERVICES**

### **1 TASK #1: CONSTRUCTION PHASE**

- 1.1 After execution of the construction contract between County and Contractor, the Consultant shall endeavor to protect County against defects and deficiencies in the execution and performance of the work, and shall perform the services below for the benefit of County.
- 1.2 The Consultant shall review, edit and implement construction procedures and documents in accordance with the construction policies established by Public Works.
- 1.3 Establish and conduct bi-weekly construction progress meetings with the County and Contractor to discuss pertinent construction issues such as progress of the work, schedules, submittals, costs, safety and security.
- 1.4 Attend the regularly-scheduled construction progress meetings on a monthly schedule until construction is complete.
- 1.5 The Consultant shall review and approve Contractor's shop plans, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents.
- 1.6 The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. Evaluate and provide a response to report those suggestions to the County.
- 1.7 The Consultant shall review Contractor's acceptance tests in accordance with the cited requirements and standard methods; evaluate all such tests made by the Contractor in the field and laboratory as necessary in accordance with Plans and Specifications.
- 1.8 Prepare and distribute Project correspondence, which includes, but is not necessarily limited to, information requests, trouble reports, field directives and cost change requests. All documentation shall be in accordance with the Humboldt County Department of Public Works procedures during mobilization and construction.
- 1.9 Prepare and submit periodic estimates, including the final estimate, during the construction project. Determine the amount owed to the Contractor and recommend those payment amounts in writing to the County. Submit payment recommendations to the County for concurrence. The payment recommendations will demonstrate that work has progressed to the point indicated for payment, which is based on best knowledge, information, and belief, the quality of such work is in accordance with the Contract Documents Make payment recommendations from information that is gathered during on-site visits, provided by the Contractor, reviewed from payment applications and accompanying data and schedules, and/or measured in the field.
- 1.10 The Consultant shall assist with preparing Contract Change Orders which include a cost estimate, cost/price analysis, and record of negotiations. The County, Owner's Representative, and Architect will prepare and negotiate all necessary interpretations and clarifications, additions and deletions to Contract Change Orders, and supplemental



agreements as required. Construction Administrator will submit copies to County for final approval and signature before proceeding with the work.

- 1.11 The Consultant shall periodically visit the site to monitor the quality and progress of the work and as a written deliverable, furnish a written field report that documents each. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. County may direct additional work monitoring as additional services. Consultant shall advise County in writing of any observations of defective work, work not in conformance with plans and specifications, and lack of progress of work.
- 1.12 The Consultant shall notify the Contractor of any failure of the work or materials to conform to the requirements of the Contract, Plans, or Specifications. Reject nonconforming materials and notify the Contractor to suspend any work in question, until such issues can be referred to the County for a final decision.
- 1.13 Consultant shall as a written deliverable, establish and maintain to the satisfaction of County, a computer database (compatible with the database maintained by County) that shall contain complete and accurate records regarding defective work, work not in conformance with plans and specifications, and lack of progress of work, and shall cross reference such work to the plans and specification sections violated. Consultant shall make such database available to County at all reasonable times and turn over the database to County upon completion or termination of this Agreement.
- 1.14 Consultant shall assist in issuing necessary interpretations, clarifications and replying to other information requests regarding the Contract Documents and in connection therewith assist County with supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Consultant's response time be longer than the associated time periods established by the Contract Documents.
- 1.15 Consultant shall maintain to the satisfaction of County a computer based system compatible with County's system to record, control and manage the review of submittals and various other construction directives, which shows the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to County at all reasonable times. (Electronic deliverable.)
- 1.16 The Consultant shall require any subconsultant to provide the Services listed in this section where and as applicable and to visit the Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the Consultant.
- 1.17 Based on Consultant's on-site observations as an experienced and qualified Consultant, Consultant shall review contractor's monthly applications for payment and accompanying data and schedules, and shall assist County in its determination of amounts owing to Contractor and recommend, in writing, payments to Contractor in such amounts. Recommendations of payment by Consultant will constitute a representation to County that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the

Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).

- 1.18 Consultant shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.19 Conduct inspections to determine if the work is completed and ready for final acceptance. After consultation with the County, furnish the Contractor with a list of items that were observed and that require completion or correction.
- 1.20 Arrange for inspection of the finished work by the County, Contractor when the Project is complete and ready for final acceptance. After final inspection and acceptance, prepare and submit the final cost estimate for the work to the County for consideration.
- 1.21 Consultant shall inspect work to determine if work or portions of work are substantially complete, and for development of punch lists, and final completion. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist, and other necessary construction closeout documents. Such work, whenever performed, shall constitute Basic Services.
- 1.22 The Consultant shall prepare a set of reproducible record prints of Plans, showing "as built" conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to County. Consultant shall prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to County and then to Consultant. Electronic data shall be generated and supplied in the same format (e.g., Auto CAD) as original construction documents.
- 1.23 Written deliverables in the construction phase shall include, but are not limited to necessary notices, communications, interpretations, clarifications, as required herein, including without limitation:
  - 1.23.1 Actions as appropriate on instructions to contractor, information requests, submittals and payment recommendations.
  - 1.23.2 Actions, as appropriate on changes to the Contract Documents.
  - 1.23.3 Certificates of Substantial Completion and Final Completion.
  - 1.23.4 Punch lists.
  - 1.23.5 Electronic record sets and sets of reproducible record prints of Plans showing changes made during construction.
  - 1.23.6 Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.

**2 TASK #2: CASP REVIEWS AND INSPECTIONS (Sub-Consultant)**

- 2.1 The CASp Reviews and Inspections shall be performed under a sub consultant agreement. Task is based on the Plans and Specifications. The sub consultant shall coordinate and manage scheduling reviews and inspections, manage fees and distribute Project correspondence and information in accordance with the Humboldt County Department of Public Works procedures.
- 2.2 Review of Project Documents
  - 2.2.1 Review the final construction documents for compliance with the adopted building regulations in the County of Humboldt.
  - 2.2.2 Review re-submittals as may be required for full and complete CASp approval.
- 2.3 On-site Inspections
  - 2.3.1 Perform observations and periodic inspections of the Project in order to monitor the Contractor's compliance to the Project Plans and Specifications.
  - 2.3.2 Perform final inspection of the Project in order to monitor the Contractor's compliance with the Project Plans and Specifications and the adopted building regulations in the County of Humboldt.
- 2.4 Task 2 Deliverables: Deliverables will consist of one (1) hard copy and one (1) electronic copy in pdf format of CASp Reviews and Inspections documentation including:
  - 2.4.1 CASp Reviews, including final review of Project documents.
  - 2.4.2 On-site Inspection Records and photographs
  - 2.4.3 Final Binder containing all Reviews, Inspection Reports and photographs broken down by date and the sections outlined above.

**3 TASK #3: CONCRETE REVIEWS AND INSPECTIONS (Sub-Consultant)**

- 3.1 The Concrete Reviews and Inspections shall be performed under a sub consultant agreement. Task is based on the Plans and Specifications. The sub consultant shall coordinate and manage scheduling reviews and inspections, manage fees and distribute Project correspondence and information in accordance with the Humboldt County Department of Public Works procedures.
- 3.2 Review of Project Documents:
  - 3.2.1 Review submittals and shop drawings related to the placement of concrete components. Assist in the management of the submittals and shop drawings. The primary submittals and shop drawings subject to review include, but not limited to the following specification sections:

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3.2.1.1 03 05 00 Concrete Tests and Inspections;

3.2.1.2 03 11 13 Concrete Formwork;

3.2.1.3 03 20 00 Concrete Reinforcement;

3.2.1.4 03 30 00 Cast-in-place Concrete;

3.2.1.5 03 35 43 Polished Concrete Finishing; and

3.2.1.6 03 36 00 Concrete Finishes.

3.2.2 Review re-submittals as may be required for full and complete reviews.

**3.3 On-site Inspections:**

3.3.1 Perform observations and periodic inspections of the Project in order to monitor the Contractor's compliance the Project Plans and Specifications. Provide assistance, if necessary, to the contractor regarding procedures, equipment and methods to achieve best quality results with respect to concrete work. On-site observations and reviews include, but not limited to the following kinds of work:

3.3.1.1 Mock-up(s): installation, concrete pours, form removal, polishing;

3.3.1.2 Slab Preparation;

3.3.1.3 Slab Concrete Pour;

3.3.1.4 Cast-in-Place Forms;

3.3.1.5 Cast-in-Place Concrete Pour; and

3.3.1.6 Concrete Polishing.

3.4 Task 2 Deliverables: Deliverables will consist of one (1) hard copy and one (1) electronic copy in pdf format of Concrete Reviews and Inspections documentation including:

3.4.1 CASp Reviews, including final review of submittals and shop drawings.

3.4.2 On-site Inspection Records and photographs

3.4.3 Final Binder containing all Reviews, Inspection Reports and photographs broken down by date and the sections outlined above.

**4 TASK #4: OPERATION/PROJECT CLOSE-OUT PHASE**

4.1 Operation/Close Out. During the Operation/Project Close-Out Phase, Consultant shall, when requested by County:

4.1.1 Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.

- 4.1.2 Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, Consultant shall have specified start-up and testing procedures in the Design Documents.)
- 4.1.3 Provide assistance in connection with completion of punchlist work, including but not limited to, preparing the initial comprehensive punchlist and conducting no more than two (2) follow up site visits (with follow up punchlisting if necessary) in addition to other responsibilities under this Agreement.
- 4.1.4 Assist County in coordination of training County's staff to operate and maintain equipment and systems as necessary.
- 4.1.5 Assist County in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- 4.1.6 Together with County, visit the Project to observe any apparent defects in the completed construction, assist County in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.
- 4.1.7 Together with County, coordinate, prepare and submit all final required deliverables under Title 24 and anything else required by ANY GOVERNING REGULATORY AGENCY for its final Project approval.
- 4.1.8 Advise and assist County in construction matters for a period up to 18 months following completion of the project, but such assistance is not to exceed 40 hours of service and involve up to three (3) trips to the Project.

**END OF EXHIBIT A**

**EXHIBIT B  
PROJECT SCHEDULE**

The Professional Services Agreement shall begin in October of 2017 after the Contractor's mobilization, and commence through the completion of the construction, which is anticipated to be in March of 2019. The estimated duration of the Construction Agreement is four hundred eighty (480) calendar days. Ninety (90) calendar days are anticipated for closeout activities totaling five hundred seventy (570) calendar days for this Professional Services Agreement. If the work exceeds five hundred seventy (570) calendar days, the Contract shall be renegotiated or extended at the discretion of the County and The KPA Group.

**END OF EXHIBIT B**



**EXHIBIT C  
PROJECT BUDGET**

**1 Where the Agreement Form Identifies the Basis of Compensation as a Fixed Fee**

- 1.1 Excluding Additional Services only, the fixed fee identified in the Agreement shall be full compensation for all Services required, performed or accepted under this Agreement, and shall include without limitation, costs for Expenses as identified below necessary to perform the Services.
- 1.2 Progress payments for Services shall be made monthly based upon Consultant's percentage completion of the Services as determined by County, unless County and Consultant expressly agree otherwise.

**2 Payment Procedures / Work Breakdown Structure**

- 2.1 The Work will be performed by task with the maximum compensation assigned to each task for Services as follows:

- 2.1.1 Task #1: Construction Phase

- 2.1.1
  - Completion of Task #1 \$249,253.00
  - Expenses: Included in Basic Services

- 2.1.2 Task #2: CASp Reviews & Inspections (Sub-consultant)

- 2.1.2
  - Completion of Task #2 \$9,686.00
  - Expenses: Included in Basic Services

- 2.1.3 Task #3: Concrete Reviews & Inspections (Sub-consultant)

- 2.1.3
  - Completion of Task #3 \$40,748.00
  - Expenses: Included in Basic Services

- 2.1.4 Task #4: Operation/Project Close-Out Phase

- 2.1.4
  - Completion of Task #4 \$31,563.00
  - Expenses: Included in Basic Services

- 2.2 Basic Services Fee Defined. The total fee for all Basic Services is calculated as follows:

- 2.2.1 Services Fee Total: \$331,250.00

- 2.2.2 Maximum Services Fee Total: \$331,250.00

- 2.2.3 Expenses: Included in Basic Services

- 2.3 All billings and requests for progress payments shall require a written invoice from Consultant in a form acceptable to County. County shall make payment on approved amounts within each invoice within 30 days of receipt.

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- 2.4 Expenses. Consultant's expenses are included in the compensation for Basic Services, and include actual out of pocket expenditures made by Consultant and sub-consultants on behalf of County in the interest of PROJECT. No additional compensation shall be due for Consultant's expenses.
- 2.5 Consultant shall submit all billings with all necessary invoices, deliverables, or other appropriate evidence of performance, after which County shall make payment at the earliest practicable time.
- 2.6 Additional Services. County will pay the Consultant for Additional Services as agreed to in a written addendum or amendment ("amendment") to this Agreement executed by County and the Consultant. Payment for all such Additional Services shall be as follows:
- 2.6.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum negotiated between the parties, or, at County's option, at Consultant's Billing Rates plus Reimbursable Expenses Related to Additional Services up to a guaranteed maximum price (GMP).
- 2.6.2 Sub-consultants. For Additional Services of sub-consultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times ten percent [10% or 1.10] for general and administrative expenses. For Additional Services billed on an hourly basis, Consultant agrees that all sub-consultants billing will be limited to a not-to-exceed amount upon prior written approval of County.
- 2.6.3 Amendments. Amendments must be negotiated and signed by the Consultant and County prior to commencing work of Additional Services; otherwise, such cost are deemed within Basic Services.
- 2.7 **Definitions**
- 2.7.1 "Additional Services" mean services beyond the scope of services set forth herein.
- 2.7.2 "Billing Rates" shall be the hourly rates indicated on Exhibit D-Billing Rate Schedule Where exact Billing Rates are not agreed upon and a multiplier method is used, then Billing Rates shall be calculated on the basis of "Actual Salary" (raw salary excluding all other salary related and/or fringe benefit costs of any type, nature or description), times the agreed multiplier. (Such multiplier shall include overhead, general and administrative expenses, employee fringe benefits, profit, interest on invested capital, readiness to serve, and all other contingencies and other considerations for the work of this Agreement.)
- 2.7.3 "Reimbursable Expenses Related to Additional Services" shall be limited to the list of reimbursable expenses listed in Exhibit D-Billing Rate Schedule and the specific expenses identified below. All other expenses are not reimbursable and are deemed included in the Billing Rate.
- 2.7.3.1 Travel Costs. The reasonable expense of travel costs incurred by Consultant when requested by County to travel out-of-county beyond a 300-mile limit from the Project site, the Consultant's office(s), or County's office, incurred performing Additional Services.

- 2.7.3.2 Long Distance Telephone Costs. Long distance telephone calls and long distance facsimile costs incurred performing Additional Services.
- 2.7.3.3 Delivery Costs. Courier services and overnight delivery costs incurred performing Additional Services.
- 2.7.3.4 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and other documents required under this Agreement, if any, incurred performing Additional Services.
- 2.7.3.5 Calculation. County shall pay Consultant the actual cost of all Reimbursable Expenses Related to Additional Services times ten percent [10% or 1.10] for general and administrative expenses, up to the guaranteed maximum reimbursable expense cost (GMREC).

**END OF EXHIBIT C**

**EXHIBIT D**  
**BILLING RATE SCHEDULE**

EFFECTIVE 10/1/2017 TO 12/31/2018  
(RATES WILL BE ADJUSTED AFTER DATE SHOWN)

<b>CATEGORY</b>	<b>RATE PER HOUR</b>
PRINCIPAL	\$240.00-\$275.00
ASSOCIATE OR SENIOR PROJECT MANAGER	\$180.00-\$215.00
REGISTERED ENGINEER OR ARCHITECT	\$140.00-\$180.00
TECHNICAL ENGINEER OR ARCHITECT	\$110.00-\$140.00
CAD	\$100.00-\$130.00
ADMINISTRATIVE	\$80.00-\$95.00

**END OF EXHIBIT D**