



COUNTY OF HUMBOLDT

For the meeting of: June 14, 2016

Date: May 27, 2016

To: Board of Supervisors

From:  Thomas K. Mattson, Director of Public Works

Subject: Professional Consultant Services for California Redwood Coast-Humboldt County Airport, Airport Rescue and Fire Fighting Facility Design, Project No. 919212

RECOMMENDATION(S): That the Board of Supervisors:

1. Approves the attached agreement for consultant services with The KPA Group, Inc. for design services related to the Airport Rescue and Fire Fighting Facility that will be located at the California Redwood Coast – Humboldt County Airport;
2. Authorizes the Chair of the Board to execute four (4) original copies of the attached agreement for consultant services; and
3. Directs the Clerk of the Board to return three (3) fully executed copies of the attached agreement to the Department of Public Works for further processing.

SOURCE OF FUNDING:

Aviation Capital Projects - Airport Improvement Program 03-06-0092-009 (AIP-09) and Aviation Division.

Prepared by Tyler Holmes  CAO Approval Karen Clower

REVIEW: Auditor WBM County Counsel JS Personnel _____ Risk Manager KW Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Fennell Seconded by Supervisor Sundberg
 Ayes Sundberg, Fennell, Lovelace, Bohn
 Nays _____
 Abstain _____
 Absent Bass

PREVIOUS ACTION/REFERRAL:

Board Order No. C-20

Meeting of: August 12, 2014

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: June 14, 2016
 By: 
 Kathy Hayes, Clerk of the Board

DISCUSSION:

On August 12, 2014, the Board of Supervisors authorized execution of the Federal Aviation Administration (“FAA”) California Redwood Coast–Humboldt County Airport (“ACV”), Airport Rescue and Fire Fighting Facility (“ARFF”) Design. The purpose of the proposed project is to complete the design for the ARFF Facility. Basic design services include finalizing the design and construction documents necessary to publicly bid the construction of the project.

The proposed consultant, The KPA Group, Inc. (“KPA”), has a history with the above-referenced facilities and is familiar with current FAA requirements applicable to the project. Accordingly, KPA has been chosen as the consultant best qualified to complete this project from the Prequalification List for Airport Consultants adopted by the Board on May 21, 2013. The ability to contract with pre-qualified airport consultants in this way allows the County to keep airport projects on track and moving forward in an organized manner.

KPA shall be compensated by a not-to-exceed fee and the FAA Airport Improvement Program (“AIP”) grants will provide the majority of funding for the above-referenced project. The County will provide a balancing percentage of matching funds. The anticipated total project cost for the project and the associated cost sharing distributions are as follows:

| Project Description | AIP No. | County No. | FAA Share | County Match | Total |
|--------------------------|---------------|------------|-----------|------------------|-----------|
| ACV ARFF Facility Design | 03-06-0100-42 | 919212 | \$361,985 | \$37,292 (9.34%) | \$399,277 |

FINANCIAL IMPACT:

The FAA AIP grants will provide funding and the remaining county matching amounts will be provided by Passenger Facility Charge (PFC) 11 funds. On September 4, 2015, the FAA approved the Aviation Division’s PFC-11 application to collect a total of \$324,781 in PFC revenues from August 1, 2016 to January 1, 2019.

These projects conform to the Board of Supervisors’ Core Roles of providing and maintaining County infrastructure to enhance safety of aviation facilities.

OTHER AGENCY INVOLVEMENT:

Federal Aviation Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Not sign the agreement or direct staff to use a different consultant; however, this is not recommended since doing so could result in significant project delays.

ATTACHMENT:

1. Four (4) copies of the Agreement for Consultant Services for California Redwood Coast–Humboldt County Airport, Airport Rescue and Fire Fighting Facility Design, Project No. 919212, by and between County of Humboldt and The KPA Group, Inc.

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 III- DESIGN
CALIFORNIA REDWOOD COAST – HUMBOLDT COUNTY AIRPORT
FAA PROJECT NUMBER: AIP 03-06-0010-042
COUNTY PROJECT NUMBER: 919212

This Agreement, entered into this 14th day of June, 2016 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 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 design phase for an Airport Rescue and Fire Fighting ("ARFF") Facility to be constructed at the California Redwood Coast – Humboldt County 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 the services of CONSULTANT 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 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 has represented that it is qualified to perform said services.

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 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 three hundred sixty five (365) 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 under 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 Two-hundred Fifty Thousand and 00/100 Dollars (\$250,000). 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: County of Humboldt
Department of Public Works
Attn: Tyler Holmes
1106 Second Street
Eureka, California 95501

CONSULTANT: The KPA Group, Inc.
Attn: Paul W. Powers
One Kaiser Plaza, Suite 445
Oakland, CA 94612

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 130203; 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 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) and not more than One Hundred Thousand Dollars (\$100,000) 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 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 country on said list, or is owned or controlled directly or indirectly by one 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 country 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) 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.

- 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) 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 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) 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.

- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of 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) per occurrence for any one 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) 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) 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) for each occurrence (Two Million Dollars (\$2,000,000) 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 insured shall not operate to impair the rights of one 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 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) 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
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

County of Humboldt
Department of Public Works
Attn: Tyler Holmes
1106 Second Street
Eureka, California 95501

CONSULTANT: The KPA Group, Inc.
Attn: Paul W. Powers
One Kaiser Plaza, Suite 445
Oakland, CA 94612

24. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two independent contractors 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.

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 Sections 4(B)-(E), 8, 10, 13(D) and 22 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 paragraphs 1 through 48 of this Agreement, paragraphs 1 through 48 of this Agreement 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 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 agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

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.

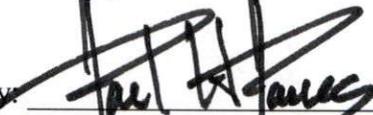
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (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: 5/25/2016

By:  _____
Paul W. Powers
Secretary of the Board

Date: 5/25/2016

COUNTY OF HUMBOLDT:

By:  _____
Mark Lovelace
Chair, Board of Supervisors

Date: 8/19/16

(SEAL)

ATTEST:
Clerk of the Board

By:  _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Manager

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

EXHIBIT A SCOPE OF SERVICES

1 Project Understanding

- 1.1 **Building Program and Schematic Design.** The Scope of Work of the proposed building was determined during the Schematic Design phase of the Project. The ARFF Program, dated May 31, 2012, was submitted to the FAA for review. The FAA concurred with the recommended design of a proposed 3-bay building with an approximate size of 9,000 square feet. The Mead & Hunt Schematic Design drawings, dated October 12, 2012, further defined the Project requirements which include a new ARFF building, eligible equipment, and site work.
- 1.2 **Existing Improvements.** The building site is immediately west of Runway 14/32, adjacent to Piper Avenue. The majority of the site work for the Project has been designed and constructed under a previous separate project with the construction completed in July 2014. The utility connections are primarily stubbed to within 5 feet of the building envelope as well as the majority of the pavement infrastructure also constructed.
- 1.3 **Project Construction Budget.** The overall building budget determined during the Schematic Design Phase, is estimated at Four Million One Hundred Eighty-eight Thousand Dollars (\$4,188,000). This estimate of probable construction cost was completed in 2012, which did not include cost escalations for inflation.

2 General Requirements

- 2.1 **Scope of Services.** Unless specifically excluded from this Agreement, Consultant shall provide to County all professional architectural and engineering services necessary to perform the Services and to complete the Project. Services will include, but are not limited to, providing any and all necessary professional architectural and engineering services, including but not limited to, all architectural services and all civil, electrical, fire protection, mechanical, and structural engineering, audio/visual, cable television, telecommunications, sound/intercom, security systems, and cost estimating services required to perform the Services.
- 2.2 **Project Management.** Consultants shall assist the County with project administration and coordination throughout the course of this Project and will involve communicating project progress and issues with the County; coordinating with the team's activities; managing the Consultant's sub-consultants' work; coordinating the design with the County's consultants; providing oversight and quality control; checking documents; organizing project information; administering invoices; and managing the project budget.
- 2.3 **General Criteria Governing Consultant's Service.**
 - 2.3.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the execution date hereof.
 - 2.3.2 Unless otherwise permitted in writing by County, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. County

will not, however, unreasonably withhold consent to the use of performance specifications that reflect accepted industry practice and which Consultant identifies in its proposal.

2.3.3 Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA requirements.

2.4 **Deliverables Required Under This Agreement.** Required Deliverables for each Task are identified herein as written deliverables. Required deliverables under these General Requirements (applicable to all Services) are set forth below. Each deliverable shall be reviewed with representatives of County. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to County, and the cost thereof included in the fee for Basic Services.

2.5 **General Requirements Written Deliverables.**

2.5.1 Performance Schedule (written deliverable). Consultant shall prepare and maintain a Performance Schedule detailing the Consultant's scheduled performance of the Services, in the manner and to the detail requested by County.

2.5.2 Monthly Progress Report (written deliverable). Consultant shall provide County with a Monthly Progress Report, in writing, reporting on Consultant's progress and any problems in performing the Services of which Consultant becomes aware.

2.5.3

2.6 **Obligation of the County.** COUNTY agrees to do the following:

2.6.1 Provide background data as needed for work, including work files as applicable to this project.

2.6.2 Provide the right of entry for consultant and sub consultant personnel to the site and the existing facilities.

2.6.3 County is responsible for all things necessary to be done in conjunction with any required advertisement for bids, receipt of bids, and award of contracts.

2.6.4 Provide to consultant a copy of all as-built drawings that are available that relate to the proposed work.

2.6.5 Provide consultant with legal descriptions, maps and plats regarding project site for dedicated right of way or other easement, if needed.

2.6.6 Provide consultant all assessment and documentation as required under the California Environmental Quality Act (CEQA) and local, state and federal guidelines.

2.6.7 Provide consultant Title Report will be available for our use, if necessary.

2.6.8 Provide consultant Division 0 (General Conditions) of the specifications.

- 2.6.9 County is responsible for costs associated with potholing, equipment rental, compaction and materials testing.
- 2.6.10 County is responsible for all fees, including but not limited to bonds, utility charges, public agency fees, title company fees, permit fees, testing and inspection fees.
- 2.6.11 Provide consultant with site topographic and existing utilities survey.
- 2.6.12 Provide consultant with report indicating all hazardous material found on existing site and within adjacent buildings.
- 2.6.13 Provide consultant with Geotechnical Investigation report specific for the proposed project.

3 TASK #1: SCHEMATIC DESIGN VARIFICATION

- 3.1 Consultants shall review and validate the schematic design documentation prepared by Mead & Hunt. Provide report indicating any required changes to this information.

4 TASK# 2: DESIGN DEVELOPMENT PHASE

- 4.1 Final Design Criteria. Consultant shall prepare final design criteria. Consultant shall participate in progress meetings with County representatives and any involved subconsultants, to review and secure County's written acceptance of final design criteria.
- 4.2 Design Development Documents. Consultant shall prepare and submit to County design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by County. These documents shall include the following:
 - 4.2.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical, electrical and plumbing floor and equipment connection plans, elevations; cross sections and other mutually agreed upon plans deemed necessary to describe the developed design; single line electrical and mechanical plans, and structural plans with Schematic sizing of major structural elements.
 - 4.2.2 Revised Drawing list.
 - 4.2.3 A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements.
 - 4.2.4 As appropriate, Consultant shall assist County with color and materials, textures and finishes of all materials proposed in the Work.
 - 4.2.5 Recommendations for scheduling and phasing of construction.
 - 4.2.6 Outline specifications for each technical specification section, following the most current Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; equipment selections; and types of structural, mechanical and electrical systems. For major equipment and system specifications,

Consultant shall also submit first cost and lifecycle cost analysis, with comparative analysis for the selected equipment/system item and two other alternative equipment/system items considered by Consultant but not selected.

4.2.7 Schematic engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by County updated written design criteria for mechanical, electrical and plumbing systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

4.3 Design Development level estimate of the Project's anticipated construction cost, accompanied with analysis and justification for each element of the estimate.

5 TASK #3: CONSTRUCTION DOCUMENTS PHASE

5.1 Construction Document Phase. After receipt of County's written approval of Design Development documents, the Consultant shall prepare Construction Documents, consisting of the following written deliverables:

5.2 Final Plans and Specifications. On the basis of the accepted Design Development documents and the updated cost estimates, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans ("Plans") and Specifications to show in detail all of the labor, materials, equipment and/or work to be furnished and performed by Contractor. Consultant shall make a progress submittal to the County for review comments, if any. Plans and Specifications shall set forth in detail the requirement for construction of all work to be performed or furnished by Contractor.

5.3 Where plans and specifications are submitted to regulatory agencies and/or other authorities with jurisdiction, then the same architectural and engineering team that prepared the submittal shall complete the plans and specifications. If the submittal is incomplete in any manner, then Consultant shall continue working on plans and specifications after the submittal in order to complete it.

5.4 Format of Technical Specifications. Consultant shall prepare final technical specifications in conformance with the most current conventions of the Construction Specification Institute. Consultant shall cooperate with County in coordinating the Plans and technical specifications with County's Divisions 0 standard specifications. Consultant shall provide work descriptions for inclusion into County's standard specifications and shall provide whatever Division 1 construction contract specifications are necessary for the Project and not supplied in County's standard specifications.

5.5 CAD and Other Electronic Data. Provide CAD files of all Plans including as-bid, as-built, and all record Plans, in electronic formats as requested by County. 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 in CAD and shall conform to County standards package.

5.6 Compliance with Codes, Regulations and Requirements. All Plans, Specifications, structural design calculations, site data, and cost estimates required by State or Federal law shall comply with State and federal standards. Consultant shall comply with any other requirements of

authorities with jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the applicable standard of care when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Agreement, all environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.

- 5.7 Supply of Design Calculations. Consultant shall provide County with copies of all final electrical, mechanical and structural design calculations, organized by specification. Consultant shall provide County with a final update on the final design criteria utilized.
- 5.8 Quality Levels and Quality Control Procedures. The Plans and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. Consultant shall provide County with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project.
- 5.9 County's Progress Design Review. Consultant shall submit to County for County's review and comment the Construction Documents (Plans and Specifications) developed in this Phase per County's design review requirements, and again at 95% completion. Consultant shall allow County time to review its Construction Documents deliverables in accordance with the schedule. Consultant shall respond to County comments and incorporate those comments as necessary.
- 5.10 Estimate of Construction Cost. Based on the information contained in the Plans and Specifications, Consultant shall submit, at 95% completion of this Phase, a revised opinion and detailed estimate of Project construction costs, with phasing and scheduling recommendations, coordinated with the Schedule. The estimate shall reflect the anticipated value of the low, responsible responsive bid on the construction contract for the project. If the cost estimate based on the final Plans and Specifications exceeds the project budget as herein defined, the Consultant shall recommend revisions to Plans and specifications that will reduce costs to the budget amount and upon approval of County, shall make such revisions.

6 TASK #S: BIDDING AND AWARD PHASE

- 6.1 After receipt of County's written authorization to proceed with the Bidding phase, Consultant shall assist County in administering the bidding and award of the construction contract. This shall include:
 - 6.1.1 Attend the pre-bid conference and other special meetings as requested by County.
 - 6.1.2 Respond to inquiries pertaining to the Plans and Specifications.
 - 6.1.3 Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.

- 6.1.4 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment, as requested by County or to respond to bidder requests.
- 6.1.5 Provide assistance to County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services, as requested by County.
- 6.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor exceeds the latest accepted estimate of construction costs, County may, at their discretion:
 - 6.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in County's budget.
 - 6.2.2 Reject all bids and rebid the contract.
 - 6.2.3 Abandon the Project and terminate this Agreement.

END OF EXHIBIT A

**EXHIBIT B
PROJECT SCHEDULE**

The work shall be completed by Consultant and reviewed by County within the time frames identified as follows:

| <u>Tasks</u> | <u>Time for Completion by Consultant</u> | <u>Time for Review by County</u> |
|--|---|--|
| Task #1: Schematic Design Phase | 60 Calendar days after County issues Consultant written Notice to Proceed | 14 Calendar days after County receives Consultant deliverables |
| Task #2: Design Development Phase | 60 Calendar days after County issues Consultant written Notice to Proceed based on approval of the Task #1 Scope of Work. | 21 Calendar days after County receives Consultant deliverables as described in Appendix B Scope of Services. |
| Task #3: Construction Documents Phase | 60 Calendar days after County issues Consultant written Notice to Proceed based on approval of the Task #2 Scope of Work. | 21 Calendar days after County receives Consultant deliverables as described in Appendix B Scope of Services. |
| Task #4: Bidding and Award Phase | 60 Calendar days after County issues Consultant written Notice to Proceed based on approval of the Task #3 | 14 Calendar days after County receives public bids. |

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 Architectural/Engineering Services as follows:

2.1.1 Task #1: Schematic Design Phase Verification:

| | |
|--------------------------------------|-----------------|
| Completion of Task #1 | <u>\$50,000</u> |
| Expenses: Included in Basic Services | |

2.1.2 Task #2: Design Development Phase:

| | |
|--------------------------------------|-----------------|
| Completion of Task #2 | <u>\$75,000</u> |
| Expenses: Included in Basic Services | |

2.1.3 Task #3: Construction Documents Phase:

| | |
|--------------------------------------|------------------|
| Completion of Task #3 | <u>\$112,500</u> |
| Expenses: Included in Basic Services | |

2.1.4 Task #4: Bidding and Award Phase:

| | |
|--------------------------------------|-----------------|
| Completion of Task #4 | <u>\$12,500</u> |
| 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 Architectural Services Fee:

- Architectural
- Structural
- Mechanical, Electrical, Plumbing, Data/Com
- Cost Estimating
- Civil Engineering
- Security Electronics

Foodservice

| | | |
|-------|--------------------------------------|-----------|
| 2.2.2 | Architectural Services Fee Total: | \$250,000 |
| 2.2.3 | Enhanced Services Fee: | |
| 2.2.4 | Maximum Enhanced Services Fee Total: | \$ 0 |
| 2.2.5 | Maximum Services Fee Total: | \$250,000 |
| 2.2.6 | 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.

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 subconsultants 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 Subconsultants. For Additional Services of subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefore times five percent [5% or 1.05] 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 must be negotiated and signed by the Consultant and County prior to commencing work of Additional Services; otherwise, such costs are deemed within Basic Services.

2.7 **Definitions**

2.7.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement, identified as Additional Services in Appendix B Scope of Services.

2.7.2 "Billing Rates" shall be the hourly rates indicated on *Exhibit 1 to Appendix C: Compensation*. 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 1 to Appendix C: Compensation* 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 either 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 1.1] for general and administrative expenses, up to the guaranteed maximum reimbursable expense cost (GMREC).

END OF EXHIBIT C

EXHIBIT D
BILLING RATE SCHEDULE

EFFECTIVE 6/1/2016 TO 12/31/2017
(RATES WILL BE ADJUSTED AFTER DATE SHOWN)

| CATEGORY | RATE PER HOUR |
|-------------------------------------|----------------------|
| PRINCIPAL | \$ 240 - \$ 275 |
| ASSOCIATE OR SENIOR PROJECT MANAGER | \$ 180 - \$ 215 |
| REGISTERED ENGINEER OR ARCHITECT | \$ 140 - \$ 180 |
| TECHNICAL ENGINEER OR ARCHITECT | \$ 110 - \$ 140 |
| CAD | \$100 - \$ 130 |
| ADMINISTRATIVE | \$ 80 - \$ 95 |

END OF EXHIBIT D

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Insured: The KPA Group

Policy Number: WZP81026676

Effective Date: 07/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

County of Humboldt
Department of Public Works
Attn: Tyler Holmes
1106 Second Street

Job Description

Ref: County of Humboldt ACV Arcata ARFF / County Project No: 919212. PERSON OR ORGANIZATION CONTINUED: County of Humboldt, its agents, officers, officials, employees and volunteers

Countersigned by



Authorized Representative