

AMENDMENT NUMBER 1

**PROFESSIONAL SERVICES AGREEMENT FOR
FACILITIES ASSESSMENT/MASTER PLAN
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
THE KPA GROUP
FOR FISCAL YEARS 2017-2018 THROUGH 2019 -2020**

The parties hereto entered into a Professional Services Agreement which became effective on March 15, 2018 (the "Agreement"). The purposes of this Amendment Number 1 are to add services for phases 2 through 4 and to increase the maximum amount payable by COUNTY for services and expenses incurred for phases 2, 3, and 4 of the Facility Master Plan multiphase project.

The following Sections are amended as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit C, E and G - Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the County Administrative Officer or designee thereof, hereinafter referred to as "CAO."

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred for all phases of the Facility Master Plan Project, pursuant to the terms and conditions of this Agreement is Seven Hundred Fifty Six Thousand Dollars (\$756,000). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding of allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit D, F and H - Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

All other Terms and Conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 in duplicate by duly authorized persons.

The KPA Group:

By: 

Date: 3/29/19

Name: PAUL H FOLDERS

Title: PRESIDENT

By: 

Date: 3/29/19

Name: PAUL H FOLDERS

Title: SECRETARY

COUNTY OF HUMBOLDT

By: _____

Date: _____

Name: _____

Purchasing Agent

EXHIBIT C
SCOPE OF SERVICES – PHASE 2
The KPA Group
March 15, 2018 to June 30, 2019

The County of Humboldt (“COUNTY”) has a need to assess existing facilities in order to identify the physical state of various properties, study the possibility of co-locating County services and other general planning attributes. Phase 1 of this project is currently underway. A brief description of initial Phase 1 tasks include:

1. Mini master plans for Garberville, Clark Complex/One-Stop and Administration
2. Facility assessments
3. Creation of online surveys for individual employees and department heads to assist in space needs related to master planning

1. SERVICES:

This scope of services for Phase 2 of the Facilities Assessment / Master Plan project for County of Humboldt. Items related to Phase 1 of this project include master planning efforts related to the Administration Building, One-Stop Permitting and Town of Garberville will be carried forth and expanded on in Phase 2. Project planning, programming and design efforts for Garberville, Administration and One-Stop will continue. Also, included in Phase 2 are facility assessments of County facilities including the Clark Complex, Juvenile Hall, Case Management Building, Public Health Branch, Agricultural Administration Building, Arcata-Eureka Airport Terminal, McKinleyville Animal Shelter and others.

The KPA Group (“CONTRACTOR”) shall provide professional quality and technical accuracy of all studies, reports, projections, master plans, specifications and other services as well as coordination with all master plans studies, reports, designs, drawings, and other information provided by COUNTY. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, specifications, and other services.

This scope of services is organized into the following elements:

A. Project Management: Initiate, plan, execute, control, and coordinate the master planning and facility condition assessments to produce a final report inclusive of facility condition(s), cost estimates and a focused specific plan within the specified time frame. The architectural / engineering team will meet with COUNTY to discuss initial findings and needs and elements related to continuing master planning services. The project manager will meet with COUNTY project team to assign tasks, define report and assessment deliverables, set up assessment methodology and generally discuss master planning concepts.

B. Facility Assessments:

i) CONTRACTOR will perform Facility Condition Assessments. The assessment team will walk through each facility, observe the physical state of building elements and identify priority of maintenance related to: Site improvements, Structural systems, Exterior

envelope, Roofing, Mechanical, Electrical and plumbing systems and Interior elements. Conditions will be rated from excellent to critical. Conditions will also be assessed for general code compliance.

Exclusions include inaccessible or above ceiling Mechanical, Electrical, and Plumbing (MEP) equipment.

ii) Walkthroughs will involve the use of checklists and photos will be taken. CONTRACTOR will discuss with COUNTY personnel the current space usage.

C. Data Collection: CONTRACTOR will schedule meetings with both COUNTY officials and building users in order to discuss concerns related to individual departments and general building conditions. CONTRACTOR will collaborate with COUNTY personnel to gather and/or discuss existing information. CONTRACTOR will organize, study and analyze the provided and collected information before and after visiting each facility.

D. Cost Estimating: CONTRACTOR will include an order of magnitude construction cost estimate based upon the defined projects over a 20-year period.

E. Report: CONTRACTOR will organize and present data collected from facility assessments into a comprehensive report. Building characteristics, associated findings and general recommendations will be presented in the report. The report will include an executive summary and building summary sheets including deficiency checklists, photos and the aforementioned findings including conditions of the property and general code violations, list of proposed improvements and summarized costs for modifications and/or replacement, and general recommendations. Reports will be bound and printed in 11x17 format.

2. SCHEDULE:

CONTRACTOR services to be completed no later than June 30, 2019.

3. REPORTING REQUIREMENTS:

CONTRACTOR will provide in writing a report on the progress of the Project and any problems in performing the work under Phase 2. The Monthly Progress Report shall be submitted with the monthly invoice.

4. DELIVERABLES:

Field reports hand written will be turned into written reports with photos. Electronic copies will be provided. Information provided by COUNTY will be organized for each specific site or building and provided in an organized electronic file for COUNTY's future use.

CONTRACTOR will deliver a progress set consisting of findings and analyses which will be submitted to COUNTY for review and comment. This draft report information will be used during the Phase 3.

5. PLACE OF PERFORMANCE:

Various County of Humboldt sites and facilities.

The KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

6. COUNTY RESPONSIBILITIES:

- A. Provide access to existing facilities
- B. Provide copies of available data on existing facilities & equipment and proposed site, such as:
 - i. Existing drawings and data on existing facilities
 - ii. Legal descriptions of property and easements at proposed site
 - iii. Previous related studies and investigations
 - iv. Survey
 - v. Geotechnical report
 - vi. Hazardous Material Testing Reports
- C. Provide contact information for local utilities and agencies
- D. Provide copies of local ordinances and covenants pertinent to this project
- E. Provide a representative with complete authority to transmit instructions, receive information, and provide directives
- F. Provide timely review, feedback and directives to maintain project schedule.
- G. Coordinate with other project stakeholders

EXHIBIT D
SCHEDULE OF RATES
The KPA Group
March 15, 2018 to June 30, 2019

The work described in Exhibit C – Scope of Services will be performed on a lump-sum basis. The County of Humboldt (“COUNTY”) will pay The KPA Group (“CONTRACTOR”) a not to exceed sum of Two Hundred Fifty Thousand dollars (\$250,000) as architectural and engineering fees for the work described in Exhibit C.

1. **RATE OF COMPENSATION:** The services will be performed by task with the maximum compensation assigned to each task for services as follows:

A. Project Management	\$18,820.00
B. Data Collection	\$32,280.00
C. Facilities Assessments & Planning	\$185,740.00
D. Project Meetings	\$13,160.00

2. **EXPENSES:**

Expenses are included in the lump-sum compensation.

3. **PAYMENT SCHEDULE:** CONTRACTOR shall submit and invoice monthly to COUNTY itemizing all services rendered, and costs and expenses incurred.

EXHIBIT E
SCOPE OF SERVICES – PHASE 3
The KPA Group
March 15, 2018 to June 30, 2020

The County of Humboldt (“COUNTY”) has a need to assess existing facilities in order to identify the physical state of various properties, study the possibility of co-locating County services and other general planning attributes. Phase 1 and 2 of this project are currently underway. A brief description of initial Phase 1 and 2 tasks include:

1. Mini master plans for Garberville, One-Stop and Willow Creek
2. Master Plan data visualization map/model
3. Facility assessments continuation
4. Initial stakeholder goal investigation
5. Development of project cost studies
6. Coordination with stakeholders

1. SERVICES:

This scope of services for Phase 3 of the Facilities Assessment / Master Plan project for Humboldt County. Phase 3 involves finalizing the master plan report including options for review and discussion with the County; finalizing a three-dimensional model for County administration property data and the implementation of a capital improvement plan that outlines suggested improvements over the next decades. Facilities and associated conditions will be listed and recommendations given for each functional area.

CONTRACTOR will evaluate previously gathered information through the lens of stakeholder surveys and COUNTY project member guidance to provide direction-focused goals relative to space planning concerns and ideas. Similar efforts will narrow the inclusions in our master planning items. An Executive Summary will also outline report components and describe information and will include a Capital Improvement Plan, Summaries of Assessments and Master Plan, Three-Dimensional Model of Eureka and Attachments of relevant study data.

The KPA Group (“CONTRACTOR”) shall provide professional quality and technical accuracy of all studies, reports, projections, master plans, specifications and other services as well as coordination with all master plans studies, reports, designs, drawings, and other information provided by COUNTY. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, specifications, and other services.

This scope of services is organized into the following elements:

- A. **Project Management:** Initiate, plan, execute, control, and coordinate the master planning and facility condition assessments to produce a final report inclusive of facility condition(s), cost estimates and a focused specific plan within the specified time frame. The architectural / engineering team will meet with COUNTY to discuss initial findings and needs and elements related to continuing master planning services. The project manager will meet with COUNTY project team to assign tasks, define report and

assessment deliverables, set up assessment methodology and generally discuss master planning concepts.

B. Facilities Evaluations and Planning:

i) CONTRACTOR has completed its assessment of the conditions of all County facilities and provided full reports of ADA barriers for many of these locations. This information, along with master planning assessment report meeting outcomes and collected stakeholder information will drive the report to a focal point on prioritized goals and requirements for future implementation including a focused application of capital by the COUNTY to maximize improvement efforts.

ii) Individual mini-masterplans for various County facilities were documented and drafted in Phase 1, with advancements in Phase 2 that are currently being finalized.

iii) The finalized master plans require a tool for presenting information about the County at a glance. CONTRACTOR will use previously completed information and incorporate this information along with assessment information into a comprehensive report and absorb the data into a three-dimensional model of County-leased and County-owned properties. A three-dimensional model provides the medium for presentation of both assessment and master planning information. This tool is being developed as a basis for data graphics related to master planning for final reporting and deliverables.

C. Cost Estimating and Capital Improvement Plan: CONTRACTOR will implement project costs into a multi-year Capital Improvement Plan that outlines base cost as well as contingencies, escalation, additional components, continuing Americans with Disabilities Act (ADA) and deferred maintenance projects.

D. Finance Options: CONTRACTOR will review finance options with the COUNTY. After review and discussion, CONTRACTOR will make recommendations as to which Finance Options best suit the COUNTY's needs.

E. Final Report:

i) CONTRACTOR will include an order of magnitude construction cost estimate based upon the defined projects over a 20-year period.

ii) CONTRACTOR will use data collected from facility condition assessments, mini-master plans, the general master plan and meetings and discussions to be analyzed and presented to COUNTY in an Executive Summary report created with Adobe InDesign and Illustrator, Sketch-up and Microsoft Excel. The final report will consist of a master plan for Humboldt County that encompasses data collected throughout all three project phases. Included will be: facility condition assessments, a Capital Improvement Plan utilizing suggested repairs at owned facilities, mini-masterplans of Garberville, Eureka Administration and One-Stop Permitting, and a general master plan for Humboldt County that includes processes for future implementation on a path toward improvement.

iii) CONTRACTOR will implement COUNTY's review comments and discussions regarding other stakeholder goals into CONTRACTOR's report and will drive resources,

evaluation, and master planning efforts in the direction of COUNTY's goals and needs.

iv) Final reports will be bound and printed in 11x17 color format. A digital copy of the final report and three-dimensional model with accompanying data will also be provided for archive and use by the COUNTY. The facility condition data will be produced and delivered in a format, such as comma separated values, in order to facilitate the transfer of said data into an enterprise asset management solution. Project inventory, maps, CAD, sketch-up, parcel inventory maps, and illustrations (diagrams) will be submitted as supplement report documentation.

v) Final Report shall be presented to staff and/or public with a question and answer session.

2. SCHEDULE:

CONTRACTOR data collection to be completed no later than July 1, 2019.

CONTRACTOR to provide COUNTY a draft Facility Master Plan report no later than August 30, 2019.

CONTRACTOR services to be completed no later than June 30, 2020.

3. REPORTING REQUIREMENTS:

CONTRACTOR will provide in writing a report on the progress of the Project and any problems in performing the work under Phase 3. The Monthly Progress Report shall be submitted with the monthly invoice.

4. DELIVERABLES:

CONTRACTOR will deliver draft copies of individual sections for review and comment as well as three (3) copies of the Final Report, bound and printed in 11x17 color format.

CONTRACTOR will also deliver a digital copy of the Final Report and three-dimensional model with accompanying data. Digital copy of supplement report documentation will also be delivered.

5. PLACE OF PERFORMANCE:

Various County of Humboldt sites and facilities.

The KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

6. COUNTY RESPONSIBILITIES:

A. Provide access to existing facilities

B. Provide copies of available data on existing facilities & equipment and proposed site, such as:

- i. Existing drawings and data on existing facilities
- ii. Legal descriptions of property and easements at proposed site
- iii. Previous related studies and investigations

- iv. Survey
- v. Geotechnical report
- vi. Hazardous Material Testing Reports
- C. Provide contact information for local utilities and agencies
- D. Provide copies of local ordinances and covenants pertinent to this project
- E. Provide a representative with complete authority to transmit instructions, receive information, and provide directives
- F. Provide timely review, feedback and directives to maintain project schedule.
- G. Coordinate with other project stakeholders

EXHIBIT F
SCHEDULE OF RATES
The KPA Group
March 15, 2018 to June 30, 2020

The work described in Exhibit E – Scope of Services will be performed on a lump-sum basis. The County of Humboldt (“COUNTY”) will pay The KPA Group (“CONTRACTOR”) a not to exceed sum of One Hundred Sixty Thousand dollars (\$160,000) as architectural and engineering fees for the work described in Exhibit E.

1. **RATE OF COMPENSATION:** The services will be performed by task with the maximum compensation assigned to each task for services as follows:

A. Project Management	\$11,790.00
B. Cost Estimating and CIP	\$28,760.00
C. Planning and Project Refinements	\$70,100.00
D. Final Documentation	\$40,520.00
E. Project Meetings	\$8,830.00

2. **EXPENSES:**

Expenses are included in the lump-sum compensation.

3. **PAYMENT SCHEDULE:** CONTRACTOR shall submit and invoice monthly to COUNTY itemizing all services rendered, and costs and expenses incurred.

EXHIBIT G
SCOPE OF SERVICES – PHASE 4
The KPA Group
March 15, 2018 to September 7, 2019

The County of Humboldt (“COUNTY”) has a need to assess existing facilities in order to identify the physical state of various properties, study the possibility of co-locating County services and other general planning attributes. Phases 1, 2 and 3 of this project are currently underway. A brief description of initial tasks include:

1. Mini master plans for Garberville, One-Stop and Willow Creek
2. Master Plan data visualization map/model
3. Facility assessments continuation
4. Initial stakeholder goal investigation
5. Development of project cost studies
6. Coordination with stakeholders

1. SERVICES:

This scope of services for Phase 4 of the Facilities Assessment / Master Plan project for Humboldt County, Phase 4 involves reviewing the County’s comprehensive Americans with Disabilities Act (ADA) Self-Evaluation Assessments and creating a comprehensive ADA Transition Plan for buildings and recreational areas based upon these Assessments and County input.

Finance options will be reviewed and recommendations will be given as to which finance options best suit the County’s needs. The ADA Transition Plan shall include all items outlined in the Scope of Work including: 1) All identified ADA barriers; 2) Corrective Action Plan; 3) Completion dates proposed to remove barriers; 4) Implementation phasing schedule for removal of ADA barriers; 5) Summary of costs remediation; 6) Recommendations for finance options; 7) Procedures and forms for monitoring implementation; 8) Procedures and forms for performing evaluations of additional barriers; 9) Procedures and forms for filing Requests for Accommodation; 10) Standard drawings for remediation methods; and 11) A section including references and contact information for ADA and accessibility related resources.

A Public Participation and Outreach program will be provided to COUNTY to advise the public of the ADA Transition Plan. A database will be developed for the Transition Plan using the COUNTY’s project management system (WRIKE). This database will correlate all aspects of the transition plan, reference drawings, standard drawings and photographs of COUNTY facility barriers. A county-wide reference map will show distinct points for each identified barrier to access. COUNTY Staff will be trained on applicable codes, inspection techniques, ADA Compliance Assessment Reports, using project maps, and monitoring the ADA Transition Plan.

The KPA Group (“CONTRACTOR”) shall provide professional quality and technical accuracy of all studies, reports, projections, master plans, specifications and other services as well as coordination with all master plans studies, reports, designs, drawings, and other information provided by COUNTY. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, specifications, and other

services.

This scope of services is organized into the following elements:

- A. **Project Management:** The architectural / engineering team will meet with COUNTY to discuss initial findings and needs and elements related to continuing master planning services related to the ADA Transition Plan. The project manager will meet with COUNTY project team to assign tasks, define report and assessment deliverables, set up project methodology and discuss ADA Transition Plan concepts.
- B. **ADA Transition Plan:** CONTRACTOR will review County's comprehensive ADA Self-Evaluation Assessments in order to begin production of the ADA Transition Plan. Guidance will be given by COUNTY as well as by the public. The ADA Transition Plan will include: 1) All identified ADA barriers; 2) Corrective Action Plan; 3) Completion dates proposed to resolve barriers; 4) Implementation phasing schedule for removal of ADA barriers; 5) Summary of costs remediation; 6) Recommendations for finance options; 7) Procedures and forms for monitoring implementation; 8) Procedures and forms for performing evaluations of additional barriers; 9) Procedures and forms for filing Requests for Accommodation; 10) Standard drawings for remediation methods; and 11) A section including references and contact information for ADA and accessibility related resources.
- C. **Public Participation and Outreach:** COUNTY will assist CONTRACTOR in developing an outreach program to advise the public of the ADA Transition Plan to provide an opportunity for interested individuals to participate in the development of the plan. CONTRACTOR shall prepare program materials, compile responses to Public Outreach questionnaires and assist COUNTY in eliciting public input. CONTRACTOR shall assist COUNTY in the organization of and attend a Project Kick-Off Workshop to inform the community of the project and receive input on the process. CONTRACTOR shall maintain a record of proceedings and comments asked at the workshop. CONTRACTOR shall assist COUNTY with organizing and attend a Plan Review Workshop to present the draft plan to the community and receive input on the proposal. CONTRACTOR shall assist COUNTY in answering questions during public outreach workshop.
- D. **Database:** CONTRACTOR will develop a database for the ADA Transition Plan using the County's project management system, WRIKE. This database will facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by COUNTY staff. Database shall correlate all aspects of the ADA Transition Plan including transition plans, reference drawings, standard drawings and photographs. A County-wide reference map will be developed using AutoCAD.
- E. **COUNTY Staff Training:** CONTRACTOR shall provide training to designated COUNTY staff in applicable codes, field investigations and inspections, preparation of ADA compliance reports, using and maintaining the project map, and monitoring and updating the ADA Transition Plan.

2. **SCHEDULE:**

By June 1, 2019, CONTRACTOR will provide a draft ADA Transition Plan to be used in negotiations with the Department of Justice. By September 7, 2019, CONTRACTOR will deliver the final ADA Transition Plan.

3. **REPORTING REQUIREMENTS:**

CONTRACTOR will provide in writing a report on the progress of the Project and any problems in performing the work under Phase 4. The Monthly Progress Report shall be submitted with the monthly invoice.

4. **DELIVERABLES:**

CONTRACTOR will deliver draft copies of individual sections for review and comment as well as three (3) copies of the ADA Transition Plan.

CONTRACTOR will also deliver a digital copy of the ADA Transition Plan.

CONTRACTOR will deliver Public Outreach program materials, compilation of responses to Public Outreach questionnaires, a record of proceedings and comments asked at the Public Outreach workshop.

CONTRACTOR will deliver a database for the ADA Transition Plan to be used the County's project management system, WRIKE. CONTRACTOR will also deliver a County-wide reference map for use in AutoCAD.

5. **PLACE OF PERFORMANCE:**

Various County of Humboldt sites and facilities.

The KPA Group
6700 Koll Center Parkway, Suite 125
Pleasanton, CA 94566

6. **COUNTY RESPONSIBILITIES:**

A. Provide access to existing facilities

B. Provide copies of available data on existing facilities & equipment and proposed site, such as:

- i. Existing drawings and data on existing facilities
- ii. Legal descriptions of property and easements at proposed site
- iii. Previous related studies and investigations
- iv. Survey
- v. Geotechnical report
- vi. Hazardous Material Testing Reports
- vii. Previous ADA and curb ramp surveys

C. Provide a representative with complete authority to transmit instructions, receive

information, and provide directives
D. Provide timely review, feedback and directives to maintain project schedule.

EXHIBIT H
SCHEDULE OF RATES

The KPA Group

March 15, 2018 to September 7, 2019

The work described in Exhibit G – Scope of Services will be performed on a lump-sum basis. The County of Humboldt will pay The KPA Group (“CONTRACTOR”) a not to exceed sum of Ninety Six Thousand Dollars (\$96,000) as architectural and engineering fees for the work described in Exhibit G.

1. **RATE OF COMPENSATION:** The services will be performed by task with the maximum compensation assigned to each task for services as follows:

A. Project Management	\$12,000.00
B. ADA Transition Plan	\$52,000.00
C. Public Participation and Outreach	\$10,000.00
D. Database Updates	\$16,000.00
E. Staff Training	\$6,000.00

2. **EXPENSES:**

Expenses are included in the lump-sum compensation.

3. **PAYMENT SCHEDULE:** CONTRACTOR shall submit and invoice monthly to COUNTY itemizing all services rendered, and costs and expenses incurred.