

**AMENDMENT NO. 2
OF
NAPA COUNTY AGREEMENT NO. 200218**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (Amendment No. 2) OF NAPA COUNTY AGREEMENT NO. 200218 (also known as Napa County Agreement NO. 200218C) is made and entered into as of this 1st of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The KPA Group, a California corporation, whose business address is 6700 Koll Center Parkway, Suite 125, Pleasanton, California 94566, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on December 18, 2019, COUNTY entered into Napa County Agreement No. 200218C (the "Agreement") with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the South Napa Shelter Project, PW 20-16, hereinafter referred to as "Project;" and

WHEREAS, COUNTY and CONTRACTOR first amended the Agreement on June 16, 2020; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for a second time to increase the term to six total years, increase compensation, and amend the Scope of Work to add services for design and construction assistive services for the Project.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Exhibit "A-2," attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.
2. Exhibit "B-2," attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.
3. Paragraph 1 of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2020, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to

such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed five additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

4. Paragraph 2 of the Agreement is amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to this Agreement as originally approved, in addition to the RFP and CONTRACTOR's proposal, incorporated by reference herein and, on and after the date first above written, those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 of the Agreement, and those additional services set forth in Exhibit "A-2," attached to Amendment No. 2 of the Agreement, said Exhibits being incorporated herein by this reference.

5. Subparagraph (c) of Paragraph 3 of the Agreement is amended as follows:

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payment under this Agreement shall be **TWO HUNDRED SEVENTY FOUR THOUSAND FIFTY FIVE and 00/100 DOLLARS (\$274,055)**; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. The actual payments made under this Agreement for the work in Exhibit "A" shall not exceed the per task maximum amounts set forth in Exhibits "B" and the actual payments for the work in Exhibit "A-1" shall not exceed the per task maximum amounts set forth in Exhibit "B-1." The actual payments for the work in Exhibit "A-2" shall not exceed the per task maximum amounts set forth in Exhibit "B-2" unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or their designee. Any approval by the Director of Public Works or their designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

6. Except as provided in paragraphs (1) through (5), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

[Remainder Of Page Left Blank Intentionally; Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 of Napa County Agreement No. 200218 on the date first above written.

NAPA COUNTY, a political subdivision of the State of California

By _____
 RYAN GREGORY, Chair of the
 Board of Supervisors

"COUNTY"

The KPA Group

By  _____
 PAUL POWERS, President

By  _____
 PAUL POWERS, Secretary

"CONTRACTOR"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> County Counsel</p> <p>Date: <u>July 7, 2022</u> [PL No. 74654]</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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NOTE: Signature of those executing for the Contractor must be acknowledged by Notary Public. If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A-2"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

Project Understanding

Napa County is currently nearing completion of construction renovations at the South Napa Shelter to provide new male and female dormitory restroom spaces and renovated building restrooms. The KPA Group has assisted Napa County throughout feasibility, design, and construction administration processes for the Shelter remodel. Napa County desires a review of the required improvements to the South Napa Shelter to increase the building occupancy made possible by increased plumbing fixture count. The County wishes to provide occupancy for up to 64 males and 40 females for a total of 104 individuals. The KPA Group completed a memo related to potential increased building occupancy in July 2021 and will update the memo with additional findings related to other mechanical, plumbing, and electrical systems. Napa County requires a review of additional needs for mechanical and electrical systems at the Shelter for code compliance and occupancy increase.

Napa County anticipates that redesign of the HVAC system will be required for an increase in occupancy. The current HVAC system utilizes residential-style units that are nearing the end of their useful service life. If HVAC improvements are required, Napa County wishes to design the HVAC upgrade on a fast-track basis for the benefit of reducing the impact to the Shelter and its clientele. The KPA Group has included redesign of the HVAC system as part of this proposal.

Scope of Services

This document provides a scope of services for services required for study of additional items to be investigated to meet Shelter occupancy goals and for architectural and MEP engineering services for design of a new HVAC system for the South Napa Shelter.

This scope of services is organized into the following elements:

Parts 1-3, Occupancy Update (estimated duration of 21-30 days):

1. Project Management & Coordination
2. Site Visit
3. Occupancy Evaluation

Parts 4 & 5, Design and Construction Services, upon written authorization by Napa County:

4. HVAC System Design (estimated duration of 45-60 days)
5. Construction Administration (duration until completion)

For Parts 1-3, as listed above, The KPA Group will fully investigate and discover code-compliance items for construction required for the increase in occupancy at the Shelter. If during the Occupancy Update, it is verified that there are no items required for construction, the Design and Construction Services will not occur, including additional proposed subconsultant work. Upon an agreed recommendation to proceed to Parts 4 and 5, Design and Construction Services, the Napa County Project Manager will provide authorization in writing..

1.0 Project Management & Coordination

The KPA Group will manage its architectural and engineering services for the project. The KPA Group will consult with Napa County on a regular basis and communicate regularly with members of the project team. The KPA Group will manage the services of subconsulting mechanical, electrical, and structural engineers. The KPA Group will meet with Napa County, the contractor for construction, and Shelter staff after the completion of the investigation and after design documents to discuss the details of the proposed construction.

2.0 Site Visit

The KPA Group will visit the South Napa Shelter with sub-consulting engineers for a closer investigation of existing mechanical and HVAC systems. Any findings not anticipated to be incorporated as part of this scope of work will be brought to the attention of Napa County in a timely manner. The site visit will allow for verification of existing conditions including current air flow measurements and electrical system capacity. A review of findings with Napa County will occur shortly after the site visit. The findings will provide more information about the current condition of the HVAC system at the Shelter.

3.0 Occupancy Evaluation

The KPA Group and sub-consulting engineers will review the current building code for requirements related to occupancy increase of the Shelter. The KPA Group will document air distribution and areas of deficiency and perform MEP calculations for system capacity. Changes to building mechanical or electrical systems required for increased occupancy will be outlined for inclusion in a conceptual diagram of updates required at the building. Any required changes to fire alarm systems based on adjacent air flow capacity of units will be outlined in the memo. The KPA Group will update the previously provided Occupancy Memo with findings, calculations, and conceptual diagram as appropriate.

4.0 HVAC System Design

The KPA Group will perform mechanical, electrical, and plumbing engineering services required for the redesign of the Shelter's HVAC system. Required changes to the building's electrical system for new HVAC components will be included in the design including for new feeders and disconnects to accommodate HVAC equipment. Plumbing system design will

incorporate required changes based on the new HVAC system. Structural engineering services are included to support the design of similar weight and installation location HVAC units to replace the existing. Further scope will be required if new units are heavier or require different installation. Structural engineering scope will be determined during design. The KPA Group will prepare required mechanical, electrical, and structural drawings for the new HVAC system. The design will be split up into 60% Design and 100% Construction Documents.

The 60% design phase will include:

- Demolition plans
- Mechanical floor plans
- Structural plans (if required)
- List of plumbing, mechanical, structural, and electrical specification sections
- MEP calculations and structural calculations
- Single line diagrams for existing and new conditions
- Power plans for proposed HVAC equipment with locations, circuiting, schedules, and details
- Preliminary cost estimate
- Online meeting to review 60% design

The 100% Construction Documents design phase will include:

- Comments and revisions from the 60% design review
- Complete MEP and structural drawings
- Finalized cost estimate
- Mechanical, plumbing, structural, and electrical specifications as required
- Mechanical Energy Compliance Forms (Title 24 requirements)
- An online meeting as needed for final review and adjustments
- Answering contractor questions

5.0 Construction Administration Services

The KPA Group will perform Construction Administration services related to the redesign of the HVAC system for South Napa Shelter. During construction, The KPA Group estimates attending progress meetings on a weekly basis due to the fast-track nature of this project.

For general Construction Administration services, The KPA Group will:

- Prepare and distribute correspondence including information requests, trouble reports, field directives, and cost change requests
- Visit the Shelter for observation and work progress related to the new HVAC system
- Maintain project logs
- Provide consultation and advice
- Confirm specifications for required items

- Notify Napa County and the Contractor of any failure in HVAC system work or materials to conform to the requirements of the Contract, Plans, or Specifications

The KPA Group will review and respond to any RFIs related to the HVAC system. The KPA Group will issue necessary interpretations and clarifications including replies to other information requests. The KPA Group will assist Napa County with supplemental instructions related to the HVAC system. The KPA Group will review and respond to shop drawings submittals for the new HVAC system. The KPA Group will review and approve shop drawings and submittals for conformance to the design. The KPA Group will review required system testing and balancing.

Construction phase deliverables may include necessary notices, communications, interpretations, and clarifications, as required. The KPA Group will perform a final punch list related to the HVAC system. After substantial completion, The KPA Group will incorporate into an electronic record set changes made during the construction process related to the new HVAC system.

Deliverables

Deliverables will include:

- Plan sets of 60% and 100% Construction Documents in electronic PDF format
- Specifications in electronic PDF format
- MEP calculations
- Updated Occupancy Memo
- Cost estimate for designed items for construction

Construction Schedule

Napa County wishes to incorporate this additional scope as Phase 2 of the original construction project. The construction of previously designed improvements to the South Napa Shelter is planned to be complete in July 2022. Construction of the HVAC system is estimated to be complete by Fall/Winter 2022.

Owner Responsibilities

- Provide access to the existing facility
- Provide a representative with complete authority to transmit instructions, receive information, and provide directives
- Provide timely review, feedback, and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting
- All project contract processing for construction of the designed work

EXHIBIT "B-2"

COMPENSATION

Service	Occupancy Update	As Needed Design Services	As Needed Construction Administration	TOTAL Amended Services
Amendment 2	16,215.00	32,180.00	7,740.00	\$56,135.00