

AMENDMENT NO. ONE TO AGREEMENT NO. C08122012  
 BETWEEN THE CITY OF PALO ALTO AND  
 THE KPA GROUP

This Amendment No. One to Agreement No. C08122012 ("Agreement") is entered into December 8, 2008, by and between the CITY OF PALO ALTO ("CITY"), and THE KPA GROUP, a California Corporation, located at One Kaiser Plaza, Suite 445, Oakland, CA 94612 ("CONSULTANT").

R E C I T A L S:

WHEREAS, the Agreement was entered into between the parties for the provision of design services for City's Fire Stations 5 & 8 Improvements; and

WHEREAS, the parties wish to amend the Agreement to expand the scope of the services to include construction support services; and

WHEREAS, the parties wish to increase the compensation for basic services by \$49,200 for a not to exceed amount of \$148,160 and increase the compensation for additional services by \$4,920 for a not to exceed amount of \$14,920;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 4 entitled "NOT TO EXCEED COMPENSATION" is hereby amended to read as follows:

"NOT TO EXCEED COMPENSATION" for the full performance of this Agreement: CITY shall pay and CONSULTANT agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any, shall not exceed One Hundred Forty Eight Thousand One Hundred Sixty Dollars (\$148,160). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed Fourteen Thousand Nine Hundred Twenty Dollars (\$14,920). The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION," which is attached to and made part of this Agreement.

SECTION 2. The following exhibit(s) to the Agreement is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:

- a. Exhibit "A" entitled "Scope".
- b. Exhibit "B" entitled "Schedule".
- c. Exhibit "C" entitled "Compensation".

SECTION 3. Except as herein modified, all other provisions of the Agreement, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

CITY OF PALO ALTO

\_\_\_\_\_  
Deputy City Manager

APPROVED:

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Director of Administrative Services

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

THE KPA GROUP, a California corporation

By: 

Name: MATTHEW INADOMI

Title: VICE PRESIDENT

Attachments:

- Exhibit "A" Scope of Services
- Exhibit "B" Schedule of Performance
- Exhibit "C" Compensation

FIRE STATIONS 5 AND 8 IMPROVEMENTS -- DESIGN PHASE  
CIP PF-01004

**I. SCOPE OF SERVICES**

The Fire Station 5 and 8 Improvement project will upgrade City of Palo Alto Fire Station #5 located at 600 Arastradero Road and Fire Station #8 located 3300 Page Mill Road. The scope of work includes seismic upgrades; limited toilet and shower area renovations; interior finishes such as painting, new flooring, and new roofing systems; and path of travel to meet accessibility requirements. Specifically excluded from the scope of work at this time are any building additions, HVAC upgrades or increase in electrical service to the buildings(s). Geotechnical services, if required, will be provided by the City of Palo Alto. The buildings shall be designed to essential services facilities requirements. Consultant shall work with the Public Works Department, Facilities Management Division, and the Fire Department for development and coordination of the project.

The scope of work for Fire Station #5 and equipment bracing includes toilet room upgrades to meet accessibility requirements; evaluation and upgrade of electrical distribution within the Fire Station; seismic upgrade to essential facility requirements; path of travel from entrance to accessible facilities; interior improvements including interior paint, new flooring, and ceilings; partial re-roof; and repair of dry rot.

The scope of work for Fire Station #8 includes seismic upgrade to essential services facility; equipment bracing to meet essential facility requirements; interior improvements to provide dormitory separation for female and male fire fighters, and new carpet.

Fire Station #5 will remain occupied during construction. Fire Station #8 is only occupied three (3) months out of the year. The project areas provide critical support for the staff and the public. For these reasons, the project must be accomplished with minimum downtime and minimum disruption to the occupants. Consultant shall provide, with their design, a sequence of work for the contractor to follow so that minimal downtime of all areas and systems is accomplished.

Consultant shall propose energy efficient equipment and shall provide life cycle costing for major pieces of equipment to be replaced, and wherever possible, Consultant shall specify "sustainable" and/or high efficiency products.

Consultant shall prepare design and construction documents (drawings and specifications), cost estimate, and preliminary construction schedule or sequence of work. Services shall include assistance during the bid period and construction administration services.

Consultant's scope of work shall include the following:

A. General

1. Field investigation of the project site and all existing conditions that may affect the scope of work. Review of all available plans and documentation.
2. Work closely with Project Manager to assure the total project cost does not exceed the project budget. Provide cost estimates at 30%, 90%, and 100% completion in a format Consultant deems appropriate and as acceptable to the City of Palo Alto.
3. Preparation of construction specifications and permit drawings.
4. Construction administration during construction phase.

B. Preliminary Design

1. Consultant shall review all existing conditions relevant to this project and evaluate the existing structural, electrical, and architectural features of the facilities described above. Consultant shall perform field investigation of the project site and shall review all available plans and documentation. Consultant shall review the Biggs Cardosa seismic report. Seismic upgrade design in this project may implement recommendations contained in the Biggs Cardosa report. Consultant shall provide alternative seismic concept design developed to the level of the Biggs Cardosa Report. Seismic design shall bring facilities up to essential facility requirement and shall include bracing of existing equipment to meet essential facility criteria.
2. Consultant shall provide conceptual (30%) drawings for Project Manager and Fire Department review and approval, and attend a meeting with Project Manager at the 30% design completion stage. Consultant shall provide a preliminary engineer's estimate of the construction contact cost for Project Manager's review and approval at the 30% design stage.
3. Consultant shall design improvements to conform to all applicable codes, laws and regulations including the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes.

C. Final Design

1. Consultant shall provide progress drawings for Project Manager and Fire Department review and approval, and attend meetings with the City at 30%, 90%, and 100% design completion stage, and refine cost estimate based on 90% design

drawing.

2. Consultant shall furnish drawings and technical specifications to staff for review and approval at the final design completion stage, and for final review and signing at the bid set design stage. City of Palo Alto shall provide Division 0 and Consultant shall provide Division 1 of the specifications. Final drawings shall be suitable for review by the Building Inspection Division and for signing by the City of Palo Alto.
3. Consultant shall work with the Project Manager to develop a preliminary schedule for the work that minimizes downtime and disruption of occupants and will be signed off by the Project Manager.
4. Consultant shall assist Project Manager to obtain a building permit by furnishing all the necessary drawings and calculations and working with the Planning Department, Building Inspection Division, as required. An allowance for two (2) architectural review board meeting is included in the basic scope of services to review exterior seismic brace design.

D. Bidding Period

1. Consultant shall attend a pre-bid conference for interested contractor personnel.
2. Consultant shall assist Project Manager in responding to technical questions from prospective bidders during the bid period. Consultant shall assist Project Manager in responding to technical questions from prospective bidders during the bid period and preparing addenda.

E. Construction Administration

1. Construction Administration services shall be provided by Consultant. Construction Administration Fees shall be based on the final project scope and cost and shall be determined upon completion of the design phase.
2. Consultant shall provide construction administration phase services commencing from the award of the construction contract. Consultant shall provide drawing set for contractor to mark up as record documents. At project completion, contractor will provide record document information for the Consultant to prepare final record drawings. Consultant shall verify the data provided before preparing the record drawings. Record drawings shall be provided in AutoCAD format on a CD, as well as one set of reproducible drawings.
3. Consultant shall attend a pre-construction meeting. Consultant shall attend bi-

weekly construction meetings and shall keep meeting minutes.

4. Consultant shall review proposed contractor's construction schedule.
5. Consultant shall keep an RFI (Request for Information) log, submittal log, and respond to clarification requests as required. Submit copies of the information to the Project Manager. RFI's are to be responded to by the Consultant within five (5) working days and sent to the Contractor and Project Manager.

## **II. FINAL DRAWINGS AND SPECIFICATIONS**

### **A. Project Drawings and Specifications**

Consultant shall prepare one (1) drawing set for each location. Consultant shall submit four (4) sets of project development drawings and specifications during the conceptual and construction documents phase. Upon completion of the final design, the Consultant will submit two (2) hard copies of specifications, one (1) set of specifications in electronic version using MS Word format, two (2) sets of drawings for Facilities' use, complete set of drawings on CD in AutoCAD version R14 or R2000, and five (5) wet stamped drawings per location to the City Building Division. Specifications will include Division 1 provided by the Consultant. No AIA documents will be accepted. Only applicable information shall be included in the Specifications. Drawings shall be on a 24" x 36" sheet size with a scale of 1/4" = 1'.

### **B. Record Drawings**

Upon completion of the project, and after acceptance by the City, Consultant shall submit to the City one (1) complete set of reproducible record drawings reflecting all as-built conditions as provided by the General Contractor. A complete set of record drawings shall also be submitted to the Project Manager on CD in AutoCAD Version R14 or R2000.

## **III. PROJECT ADMINISTRATION**

Richard Zolezzi, Project Manager, will be the point of contact throughout the project. All questions, correspondence and invoices will be addressed to the Project Manager at City of Palo Alto, Facilities Management Division, P.O. Box 10250, Palo Alto, CA, 94303, phone (650) 496-6920, fax (650) 496-5938.

END OF SECTION

EXHIBIT B: TIME SCHEDULE, AMENDMENT #1

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Consultant shall complete all design stage services, inclusive of City of Palo Alto review periods, within 100 calendar days after issuance of the Notice to Proceed.

Consultant shall complete construction phase services under this agreement by June 30, 2009, or completion of the construction phase, whichever occurs first. The construction phase is expected to be 120 calendar days.

END OF SECTION

Basic Services

The fee for Fire Stations 5 and 8 Improvement Project shall include all Consultant costs necessary for providing the desired services including sub-consultant costs, reimbursables, and meetings. Reimbursables shall include travel, document reproduction costs, mailing and courier services. Travel shall be reimbursed at the City's current standard rate.

Consultant shall provide all basic services for a Not-to-Exceed fee of One Hundred Forty-Eight Thousand One Hundred Sixty Dollars (\$148,160).

Preliminary Design	\$30,940
Final Design	\$65,600
Bid/Award	\$ 2,420
Construction Administration	<u>\$49,200</u>
Total Not-to-Exceed	\$148,160

Additional Services

Consultant shall be paid on a time and material basis according to the standard fee schedule rates below should any work be requested by the City which falls outside the basic services of this project. All additional services work must be authorized in advance in writing by the City's Project Manager prior to accomplishment of the work.

Additional Services Not-To-Exceed \$14,920

Hourly Rates for Calendar Year 2008

Principal	\$160-\$185/hr
Sr. Architect/Engineer	\$125-\$155/hr
Jr. Architect/Engineer	\$90-\$125/hr
CAD	\$60-\$80/hr
Administration	TBD