

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This First AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification 4th day of June 2024 and amends that certain Agreement for Consultant Services dated August 18, 2023, made by and between the Town of Los Gatos, ("Town,") and The KPA Group ("Consultant") identified as a C Corporation and whose address is 6700 Koll Center Parkway, Pleasanton, CA 94566.

RECITALS

- A. Town and Consultant entered into a Consultant Agreement on August 18, 2023, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the compensation of the Agreement.

AMENDMENT

1. 2.6 Compensation is amended to read as follows:

Compensation for Consultant's professional services shall be increased by \$36,835, for a total agreement amount **not exceed \$132,835**. Payment shall be based upon Town approval of each task based on Exhibit B.

2. All other terms and conditions of the Agreement remain in full force and effect.

ATTACHMENT 1

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos:

Approved as to Consent:

Laurel Prevetti, Town Manager

Paul Powers, President

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is dated for identification on 18th of August 2023 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and The KPA Group ("Consultant"), identified as a C Corporation and whose address is 6700 Koll Center Parkway, Pleasanton, CA 94566. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide architectural consultant services.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain proposal sent to the Town on August 9, 2023 which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from upon execution to June 30, 2025. Consultant shall perform the services described in this agreement as described in Exhibit A.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any

individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$96,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.

2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of

compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrong doing.

- 2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all

certificates and endorsements are to be received and approved by the Town before work commences.

- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its elected and appointed officials, employees, and, agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

The KPA Group
6700 Koll Center Parkway
Pleasanton, CA 94566

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

- 4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

DocuSigned by:

Katy Nomura

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For Laurel Prevetti, Town Manager

Katy Nomura, Assistant Town Manager

Consultant, by:

DocuSigned by:

Paul Powers

CF95F258447648B...

Paul Powers, Principal

Recommended by:

DocuSigned by:

Nicolle Burnham

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Nicolle Burnham

Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

Gabrielle Whelan

EPD0738A5534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

BF0EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk



ENGINEERS
ARCHITECTS

August 9, 2023

Dan Keller
Facilities & Environmental Operations Manager
Parks & Public Works Department
Town of Los Gatos
Department of Public Works
41 Miles Avenue, Suite 101
Los Gatos, CA 95030

Subject: Los Gatos ADA Improvements – Civic Center Ramp Design

Dear Dan,

The purpose of this agreement is to establish a scope of services and fee for design, permitting and construction administration services for a new accessible ramp at the Los Gatos Civic Center. A new ramp is required for an accessible path of travel from the Civic Center parking lot to the interior of the building. In addition, this proposal requires reallocation of funds from KPA's on-call services contract which expired on June 30, 2023 to a new agreement.

Civic Center Ramp Design

Project Understanding

The Town of Los Gatos has a desire to construct improvements to the exterior ramp at the Civic Center building. Currently, the ramp at the Civic Center contains handrails, slopes and widths that are not compliant with ADA. The KPA Group has visited the existing ramp to understand design needs and existing code violations. A new ramp is required to be constructed to allow for proper ADA clearances. Construction of the new ramp will require demolition of the existing ramp, new concrete and handrails, new electrical and lighting, sealants, grading and new retaining walls.

Scope of Services

This document provides a scope of services for design services for a new entrance ramp at the Los Gatos Civic Center.

This scope of services is organized into the following elements:

- Project Coordination & Management
- Site Survey Investigation
- Ramp Design – Conceptual Design
- Ramp Design – Construction Documents
- Permitting
- Bid/Award & Construction Administration Support Services

Project Coordination & Management

We will manage our architectural and engineering services for the project. We will consult with the Town of Los Gatos on a regular basis and communicate with members of the project team. KPA anticipates update meetings

conducted through Microsoft Teams. Discussions and decisions made throughout concepting and design of the new ramp will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

Site Survey Investigation

KPA will conduct a site investigation at the Civic Center ramp to verify existing site dimensions and identify areas to tie the new ramp system into the existing site. Required changes to the exterior path of travel will be documented for use in design of the new ramp system. An elevations survey will be conducted and topography incorporated as appropriate into the ramp design.

Ramp Design – Conceptual Design

We will prepare a conceptual design for the new Civic Center ramp and adjust the design with the Town of Los Gatos. Electrical requirements will be studied for inclusion into the final project design along with ramp pathway lighting requirements. Other site changes including alignment of ramp system to existing site components will be incorporated into conceptual ramp design. Conceptual cost estimate prepared for the Town's consideration will be updated. KPA will obtain approval from the Town of Los Gatos before moving onto construction documents for ramp design.

Ramp Design – Construction Documents

The KPA Group will expand the ramp concept into complete Construction Documents. During this phase, we will provide a clearly defined design with a comprehensive scope, budget and schedule for construction of the ramp and possibilities for bidding and construction. Construction documents will incorporate systems and material design along with structural and electrical requirements. We will meet with the Town during this phase to provide project status updates and further define project design. Code required changes will be incorporated and the project schedule and construction cost estimate will be updated as the design progresses.

During the Construction Documents phase, KPA will:

- Further evaluate existing conditions
- Perform building code review for ramp design
- Finalize ADA requirements for components of ramp system
- Prepare a construction-level cost estimate
- Prepare structural and electrical calculations
- Prepare draft and final technical specification sections
- Develop Construction Documents, including:
 - Civil
 - Structural
 - Electrical

Construction Documents will refine the extent, configuration, location, relationships and dimensions of the work to be completed. Documentation and drawings will be coordinated between disciplines appropriately.

Permitting

KPA will submit the Civic Center ramp drawings to the Building Department for permit review. KPA anticipates one set of construction drawings covering the Civic Center Ramp and Civic Center Restroom & HR Improvements for permit review. We will complete an initial round of drawing review for permitting related to in-scope items and improvements followed by a second round of drawing review and revision related to incorporation of the first round of comments. We estimate this process to take less than 60 days. Additional time for reviews and additional/extensive reviews may result in additional compensation.

After permit approval, KPA will prepare a final bid set for construction documents.

Bid/Award & Construction Administration Support Services

KPA will attend a pre-construction bid walk and answer contractor questions related to the project design. We will provide addenda to the construction set as required for questions or clarifications that may arise from the bidding process.

KPA's construction administration duties will focus on review of submittals, shop drawings and RFIs. During the RFI response process KPA will issue necessary interpretations, clarifications and responses to information requests related to the contract documents. We will assist the Town with supplemental instructions and guidance as to possible change orders. For contractor submittals, KPA will review and approve shop drawings and material substitutions related to the ramp design. KPA will attend biweekly construction progress meetings led by the Town.

Deliverables

Deliverables will include the following items by project design phase:

- Conceptual Design – Concept of ramp design. Preliminary cost estimate.
- Construction Documents – Construction Documents and Project Specifications. Structural and electrical calculations. Construction-level cost estimate.

Reallocation of Previous Contract Funds:

The Town of Los Gatos' consulting services agreement with The KPA Group expired on June 30, 2023. At this time, remaining architectural and engineering efforts were outstanding related to active and required projects at the Los Gatos Civic Center and Adult Recreation Center. The Town of Los Gatos has extended KPA's on-call agreement through June 30, 2024 and funding for architectural and engineering efforts outstanding from the previous agreement must be re-applied to the new agreement. This proposal identifies and explains outstanding efforts and requests application of funding to our new agreement.

Amount remaining from Previous Contract:

KPA has an outstanding services amount of twenty five thousand six hundred eleven dollars (\$25,611.00) for services previously approved under the expired contract. Services still required to be provided include:

- Construction Administration Services at Civic Center/Arc Restrooms (\$22,040)
- Building Permit Submission and Response for Arc Parking Lot Design (\$3,571)

Descriptions of scope of services for these outstanding items are provided as attachments to this proposal. Please see Attachment B for the previously agreed upon scope of services for CA Services at the Civic Center and Arc Restrooms. Please see Attachment C for previously agreed upon scope of services for Building Permit Submission and Response for Arc Parking Lot Design.

Work expended in July, August and September:

KPA has expended additional work due to an extended CA services schedule for the Arc Restrooms project in July/August/September. Additional coordination and response efforts are also required related to the Civic Center project and requirements of the Building Department to include the Civic Center Ramp Design.

Owner Responsibilities

- Provide access to the existing Civic Center, ramp and site
- Provide access to the Adult Recreation Center
- Provide existing building construction or as build documents.
- 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
- CEQA or other environmental reporting
- Provide specification "front end" (Bidding, Contract and General Requirements)
- Known electrical at ramp system
- Coordination with utilities and local governments for any required utility connects and permitting

Compensation

The work described under the Scope of Services will be performed on a lump-sum basis. The Town of Los Gatos will pay The KPA Group ninety-six thousand dollars (\$96,000.00) as architectural and engineering fees for the design and construction administration work performed under this contract. Requested compensation is allocated as follows:

Civic Center Ramp Design - \$67,800.00
Construction Administration Services at Civic Center/Arc Restrooms - \$22,040.00
Building Permit Submission and Response for Arc Parking Lot Design - \$3571.00
Work expended in July, August and September: - \$2,589.00

Please see the attached compensation worksheet for a detailed breakdown of tasks based on our current understanding of the project and scope of work.

Respectfully submitted,

The KPA Group



Paul W. Powers
President
(925) 872-0244

Attachments:

- Attachment A – Compensation Worksheet
- Attachment B – Scope of Services for CA Services at Civic Center/Arc Restrooms
- Attachment C – Scope of Services Building Permit Submission and Response for Arc Parking Lot Design

Compensation Worksheet - Attachment A

Town of Los Gatos

Civic Center Ramp Design & Previous Contract Re-allocation

Task	Hours					Subtotal
	Project Manager	Project Architect/ Engineer	Designer / Technical Professional	CAD Technician	Admin.	
	225	205	195	160	100	
Civic Center Ramp Design & CA Services						
1 Project Management and Coordination						
1.1 Project meetings	2	4	8			\$2,830
1.2 Team coordination	4	4	8	4		\$3,920
1.3 Quality control	2	4	4			\$2,050
<i>Subtotal</i>	8	12	20	4	0	\$8,800
2 Site Survey Investigation						
2.1 Site visit and elevations survey		6	6			\$2,400
2.2 Incorporate Survey Data	1	4	2	8		\$2,715
<i>Subtotal</i>	1	10	8	8	0	\$5,115
3 Ramp Design - Conceptual Design						
3.1 Ramp concept		8	4	4		\$3,060
3.2 Electrical and lighting requirements	1	8	8	4		\$4,065
3.3 Site changes	1	4	8	2		\$2,925
3.4 Conceptual cost estimate			2			\$390
<i>Subtotal</i>	2	20	22	10	0	\$10,440
4 Ramp Design - Construction Documents						
4.1 Code review	1	4	4			\$1,825
4.2 ADA requirements	1	4	8	4		\$3,245
4.3 Calculations		8				\$1,640
4.4 Construction Documents	2	12	10	24	2	\$8,900
4.5 Project specifications	2	8	12		4	\$4,830
<i>Subtotal</i>	6	36	34	28	6	\$20,440
5 Permitting						
5.1 Submit to Building Department		4	4	8		\$2,880
5.2 Drawings revisions	2	4	8	12		\$4,750
5.3 Compile Drawing Bid Set	1	2	2	8		\$2,305
<i>Subtotal</i>	3	10	14	28	0	\$9,935
6 Bid/Award and Construction Administration Support Services						
6.2 Bid phase assistance	1	2	4			\$1,415
6.3 Conformed set for construction	1	1	1	8		\$1,905
6.4 Construction meetings	4	4	4			\$2,500
6.5 Periodic site visits	2	8	8			\$3,650
6.6 RFI, shop drawing and submittal review	2	10	4	2		\$3,600
<i>Subtotal</i>	10	25	21	10	0	\$13,070
Sub-Total Cost - Civic Center Ramp Design & CA	30	113	119	88	6	\$67,800.00

Compensation Worksheet - Attachment A

Town of Los Gatos

Civic Center Ramp Design & Previous Contract Re-allocation

Task	Hours					Subtotal
	Project Manager	Project Architect/ Engineer	Designer / Technical Professional	CAD Technician	Admin.	
	225	205	195	160	100	
Construction Administration Services at Civic Center/ARC Restrooms						
1 Bid/Award and Construction Administration Support Services						
1.1 Bid phase assistance		4	4			\$1,600
1.2 Conformed set for construction	2	4	2	8		\$2,940
1.3 Construction meetings	2	4	8			\$2,830
1.4 Periodic site visits	2	4	16			\$4,390
1.5 RFI, shop drawing and submittal review	2	12	8	1		\$4,630
1.6 General construction administration	8	4	4		2	\$3,600
1.7 Project closeout	2	4	4			\$2,050
Subtotal	18	36	46	9	2	\$22,040
Sub-Total Cost - CA Services at Civic Center/ARC	18	36	46	9	2	\$22,040.00
Building Permit Submission & Response for Arc Parking Lot Design						
1 Permitting						
1.1 Permit Application	1	2	2		1	\$1,125
1.2 Updrate Drawings (1 Round)	1	4	4	4		\$2,465
Subtotal	2	6	6	4	1	\$3,590
Sub-Total Cost - Building Permit Submission & Response	2	6	6	4	1	\$3,590.00
Work expended in July, August and September						
1 Extended CA Schedule						
1.1 CA Bid Walk		4	4			\$1,600
1.2 Logistics & Discussion		2	2	1	1	\$1,060
Subtotal	0	6	6	1	1	\$2,660
Sub-Total Cost - Work expended in July, August and Sept	0	6	6	1	1	\$2,660.00
*Adjustment						-\$90.00
Grand Total Compensation Request						\$96,000.00



Attachment B: Scope of Services for CA Services at Civic Center/Arc Restrooms

Scope of Services

KPA will review, edit and implement construction procedures and documents in accordance with the construction policies established by the Town of Los Gatos. KPA anticipates the Town's Construction Manager will provide much of the construction administration oversight and work with KPA to coordinate with the contractor and provide construction status updates. KPA's construction administration duties will focus on review of submittals, shop drawings and RFIs.

KPA will review and respond to RFIs. During the RFI response process KPA will issue necessary interpretations, clarifications, and responses to information requests related to the contract documents. We will assist the Town with supplemental instructions and guidance as to possible change orders. For contractor submittals, KPA will review and approve shop drawings, material substitutions, management and organization of submittals. KPA will attend two online construction progress meetings per month in which we will discuss pertinent work issues with the Construction Manager and contractor.

The Town's Construction Manager will prepare and distribute correspondence including information requests, trouble reports, field directives and cost change requests. Project logs will be maintained by the Construction Manager. Construction progress meetings will be led by the Construction Manager. Upon project closeout, KPA will create a punch list based on the final project to observe work for substantial completion. We will coordinate with the Construction Manager to provide appropriate recommendations and direction to the contractor as to proper completion of work if required.



Attachment C: Scope of Services for Building Permit Submission & Response for Arc Parking Lot Design

Scope of Services

KPA will submit parking lot design documents to the Town of Los Gatos Building Division and respond to one round of review comments including one round of updates to the drawing set. KPA understands that the Building Division has been made aware of the fast-track nature of this project and will assist with expedited review. After completion of permitting and review processes, KPA will incorporate parking lot design drawings into an overall project bid set.



May 16, 2024

Dan Keller
Facilities and Environmental Services Manager
Town of Los Gatos
Department of Public Works
41 Miles Avenue, Suite 101
Los Gatos, CA 95030

Subject: Los Gatos Civic Center – Construction Administration Services Proposal

Dear Dan,

The purpose of this agreement is to establish a scope of services and compensation for construction administration services for improvements to the Los Gatos Civic Center. The facility is located at 110 E. Main Street in Los Gatos.

Project Understanding

The Town of Los Gatos has worked with The KPA Group to design improvements to both the Adult Recreation Center and the Civic Center. Improvements to both facilities were designed at the same time and included new accessible restrooms (Adult Recreation Center & Civic Center) along with renovations to HR department spaces (Civic Center only). Exterior path of travel improvements were later designed at the Civic Center to include replacement of the existing lower level ramp with a new accessible ramp. In 2023, the Town proceeded with construction of improvements at the Adult Recreation Center only. The Town now wishes to construct improvements at the Civic Center including the new ramp portion of the design.

The KPA Group worked with the Town in April and May 2024 to revise construction documents for the Civic Center project to include the ramp portion and remodel of HR department spaces as the base bid, with the restrooms remodel as an additive alternate bid item. The Civic Center project is anticipated to be bid for construction in late summer 2024.

Scope of Services – Construction Administration Services

This document provides a scope of services for construction administration services for the Civic Center project. Construction administration services shall commence after a successful bidder has been awarded a contract for construction.

The scope of services for CA services is organized into the following elements:

- Project Management and Coordination
- General Construction Administration
- Requests for Information and Submittals
- Construction Changes
- Punch List
- Project Closeout and Compliance Forms

Project Management and Coordination

The KPA Group will continue to manage our architectural and engineering services for the project during construction. We will consult and communicate regularly with the Town of Los Gatos and members of the project team. The KPA Group will meet with the Town as appropriate to discuss details, construction progress and open issues. The same consultants that

designed the project will stay engaged and provide support during construction. KPA anticipates two (2) onsite visits to observe construction progress throughout the duration of construction.

General Construction Administration

We will generally provide the following services:

- Work closely with Town staff for coordination of submittals
- Work with the project team to document responses to RFIs, review and process shop drawings, submittals and project decisions
- Provide onsite visits to monitor construction (2 visits anticipated)
- Respond to information requests, field directives and cost change requests
- Attend planned construction meetings to assist work progress and quality
- Review General Contractor progress payment applications
- Confirm contractor submittals are aligned to design documents and specifications

Excessive RFI response or submittal review due to incomplete or inaccurate submittals may result in an additional KPA compensation request to the Town.

Requests for Information and Submittals

We will review and respond to RFIs. We will organize project RFIs related to project components and discuss responses with the Town of Los Gatos as needed. We will:

- Issue necessary interpretations, clarifications and replies to information requests regarding the Contract Documents
- Assist the Town of Los Gatos with supplemental instructions and change orders

Services provided for shop drawings and submittals will be related to shop drawing review, product and material substitutions review, and the management and organization of such submittals. Additional submittals may be required to be reviewed based on the completeness of individual submittals or components of construction. During this process we will:

- Review and approve shop drawings and submittals for conformance to the requirements of Contract Documents and specifications
- Determine the acceptability of substitute materials and provide an evaluated response for suggestions to the Town
- Review any required tests in accordance with requirements and testing methods

Construction Changes

We will monitor construction changes including the addition of alternate project components or items not portrayed in the contract documents. We will provide recommendations as to the acceptability of the costs of construction changes. Throughout the oversight of construction changes, we will:

- Assist with the preparation of change orders or inclusion of additional items or removal of elements
- Assist with the preparation and review of interpretations and clarifications

The KPA Group will monitor work progress to review payment applications. We will coordinate with the Town for information related to work progress.

Punch List

We will generate a punch list based on final construction completion. The punch list process will involve observing work to identify defects, non-conformance to the design and incomplete work. The punch list process involves:

- Conducting site observation to identify and document construction defects, non-conformance to the design and/or incomplete work
- Furnishing the General Contractor with the punch list of items requiring correction or to be completed

- Making recommendations for replacement, correction, or diminished value of defective work

Project Closeout and Compliance Forms

We will perform services related to project close-out including:

- Obtain direction from the Town for final required deliverables for submittal to government agencies for final approvals
- Provide appropriate compliance forms for signoff by architect and engineers

Schedule – Construction

The expected time frame for construction completion is approximately 7-8 months. The final construction schedule shall be defined at the time of General Contractor contract award.

Owner Responsibilities - Construction

- Provide access to the Los Gatos Civic Center and site
- Provide as-built documents, PDFs or CAD files of the facility or site as available
- Coordinate running of and attend construction meetings led by Town or Construction Management team
- 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, approval agencies, CEQA and AHJs
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connections and permitting

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. The Town of Los Gatos will pay The KPA Group thirty six thousand eight hundred thirty five dollars (\$36,835) as architectural and engineering fees for CA services work during construction. Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work.

Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of sixty (60) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on Town of Los Gatos contracting desires.

Respectfully submitted,

The KPA Group


Paul W. Powers, AIA, NCARB

President

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TOWN OF LOS GATOS - Civic Center
 Compensation Worksheet - CA Services
 5/16/2024

SUMMARY BY CLASSIFICATION		PROJECT MANAGER	ARCHITECT/ STRUCTURAL ENGINEER	MEP ENGINEER	DESIGNER/ TECHNICAL PROF.	CAD TECHNICIAN	ADMIN.	SUBTOTAL
		\$235.00	\$205.00	\$205.00	\$190.00	\$155.00	\$110.00	
Project Management and Coordination								
1	Communicate with owner	1	4	2	2			\$1,845.00
2	Communicate with project team	1	2	1	5	2		\$2,110.00
SUBTOTAL		\$470.00	\$1,230.00	\$615.00	\$1,330.00	\$310.00	\$0.00	\$3,955.00
General Construction Administration								
1	Review procedures and documents	1	2		2			\$1,025.00
2	Construction meetings	2	4	2	8	4		\$3,840.00
3	Site observations (2)	1	4	2	6			\$2,605.00
4	Construction Coordination	1	2	2	4			\$1,815.00
SUBTOTAL		\$1,175.00	\$2,460.00	\$1,230.00	\$3,800.00	\$620.00	\$0.00	\$9,285.00
Requests for Information and Submittals								
1	RFI & Submittal logs	1	2	2	4		4	\$2,255.00
2	Respond to RFIs	2	8	4	8	4		\$5,070.00
3	Identify substitute materials	1	2	1	1	1		\$1,195.00
4	Shop Drawing review	1	12	4	4	4		\$4,895.00
SUBTOTAL		\$1,175.00	\$4,920.00	\$2,255.00	\$3,230.00	\$1,395.00	\$440.00	\$13,415.00
Construction Changes								
1	Determination of project adds or removals	1	2	2	2	1		\$1,590.00
2	Interpretations and clarifications		4	2	4	1		\$2,145.00
SUBTOTAL		\$235.00	\$1,230.00	\$820.00	\$1,140.00	\$310.00	\$0.00	\$3,735.00
Punch List								
1	Punch list	1	4	2	6			\$2,605.00
SUBTOTAL		\$235.00	\$820.00	\$410.00	\$1,140.00	\$0.00	\$0.00	\$2,605.00
Project Close Out and Compliance Forms								
1	Final deliverable coordination	1	1	1	2	2		\$1,335.00
2	Compliance forms	1	6	4				\$2,285.00
3	Administrative tasks						2	\$220.00
SUBTOTAL		\$470.00	\$1,435.00	\$1,025.00	\$380.00	\$310.00	\$220.00	\$3,840.00
TOTAL HOURS		16	59	31	58	19	6	189
TOTAL COST		\$3,760.00	\$12,095.00	\$6,355.00	\$11,020.00	\$2,945.00	\$660.00	\$36,835.00