

AMENDMENT NO. 1 TO AGREEMENT NO. C2012 42

This Amendment No. 1 to Agreement No. C2012 42 (hereinafter "Amendment") is dated this 3rd day of September, 2012, by and between the City of Napa, a municipal corporation (hereinafter "City"), and ZFA Structural Engineers, a California Corporation (hereinafter "Consultant").

RECITALS

A. City and Consultant entered into an Agreement entitled "Fire Station No. 1 Seismic Evaluation and Retrofit (hereinafter "Agreement") for structural engineering services in the amount of \$19,622, by which the Consultant agreed to perform Phase 1 services more particularly described in the Agreement, generally including a seismic evaluation of Fire Station No. 1 and an accompanying report recommending seismic retrofit concepts.

B. City has determined that additional services are required, beyond those described in the Agreement, in order to continue the work commenced under the Agreement, generally including a Schematic Design, Design Development, Construction Documents, Bidding Support and Construction Review/Support for the seismic retrofit and roof replacement of Fire Station No. 1.

C. After negotiations between the parties, Consultant agreed to perform the additional services more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, in return for the compensation set forth in this Amendment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant shall perform the additional services described in Exhibit "A" in accordance with the terms and conditions of the Agreement.

3. PAYMENT. For additional services performed by Consultant in accordance with this Amendment, City will compensate Consultant in accordance with the terms and conditions of the Agreement in an amount not to exceed \$106,436 (\$96,760 for services as outlined in the attached Exhibit "A" and a 10% contingency which can only be authorized in writing by the City). Thus, the total compensation payable to the Consultant in accordance with the Agreement as amended herein shall not exceed \$126,058 (\$19,622 for the original Agreement plus \$106,436 for this Amendment).

4. ENTIRE AGREEMENT. This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described herein, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all.

5. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Consultant and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first

above written.

CITY OF NAPA:

(Signature)

Jacques R. LaRochelle
Public Works Director
(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Ann Mehta, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: MS12FD02-53201

CONSULTANT:

ZFA Structural Engineers, a California Corporation
(Print name of Consultant/form of organization)

By:

(Signature)

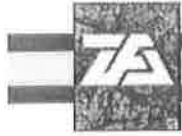
Kevin Zucco, Executive Principal/CEO
(Print name and title)

By:

(Signature)

Robin Wendler, Principal/Corporate Secretary
(Print name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

**NAPA FIRE STATION #1 – SEISMIC RETROFIT AND REROOF****APPROACH:**

Our approach for the evaluation and retrofit of Napa Fire Station 1 is based on extensive experience in the seismic evaluation process and in the use of design standards for retrofit of existing facilities. The completed Phase 1 scope of services results are presented in the July 1, 2012 ZFA Seismic Evaluation.

Based on the ZFA evaluation results and subsequent correspondence and meetings, the City has elected to implement the recommended retrofit improvements and the three presented alternates per the ZFA evaluation. The retrofit design will be based on the 2010 California Building Code.

Based on input from ZFA and Glass Architects, the City has provided direction to include, as part of this Phase 2 scope of services work, a planned Fire Station No. 1 roof replacement which will take advantage of the logistical cost benefits. The roof removal phase of the roof replacement work will allow the majority of the retrofit construction work at the dormitory and administration areas to be performed from above, instead of from within the occupied spaces below. Thus costly disruption and relocation of personnel and equipment can be avoided. The City has provided sample roofing details and specifications.

The Phase 2 seismic retrofit and roof replacement scope of services includes: the design and construction documents, technical specifications, construction cost estimates, review and inclusion of the City's construction phasing criteria in the project specifications, bidding support, and construction support services as outlined herein.

ZFA will provide the structural design for the seismic retrofit and direct the team. ZFA will first develop the existing base floor plan in CAD for this scope of work. The base floor plan will be provided to the design team and will be based solely on the original construction documents. No site dimensioning is included.

Glass Architects will provide architectural drawings and specifications for complete installations and repair of finishes.

The construction documents will reference required removal, relocation, or replacements of mechanical, electrical, or plumbing (MEP) systems and the overhead apparatus bay doors. The contractor is perform removal and replacement of MEP and other systems during construction.

Leland Saylor Associates will provide the cost estimate for the design development and 95% construction documents.

The City is to provide a hazardous material report with abatement directions. The report will be referred to directly in the construction documents. Assistance in hazardous material consultant selection and coordination of locations of work and scope with the City's hazardous material consultant is included.

The City has requested that the retrofit construction work be phased such that no more than two apparatus bays are temporarily closed at a given time. Since the fire station is to remain operational, design services for a temporary fire station is not included. The City will coordinate directly with Fire Staff and direct the parameters for a performance specification for phasing. The contract documents

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**NAPA FIRE STATION #1 – SEISMIC RETROFIT AND REROOF**

will specify the performance criteria and require the contractor to submit a phasing plan to be approved by the City and Fire Staff and design team.

There are no architectural improvements included beyond those associated with the roof replacement or the structural retrofit. There are no access/ADA improvements included.

A geotechnical report is not included based on the scope of work.

Based on discussions with the City, this project will be a typical Design-Bid-Build project as typical for building construction and not a Unit Price Bid Item type project. Bid forms will be provided for in the specifications.

The City will provide General Conditions Specification Sections Divisions 00 and 01 which include the Construction Bid and Contract Forms. The design team will provide the city with construction phasing language, hazardous materials language, and other job specific language as appropriate to add to Division 01.

SCOPE OF SERVICES:**SCHEMATIC DESIGN (SD)**

- Schematic plans and details illustrating the concept and scale of the work
- Assist the City in selecting a hazardous materials consultant and review the scope for the hazardous materials report
- Submit SD construction documents to City for review
- Meeting with City to review SD documents and City/Staff determined construction phasing performance criteria

DESIGN DEVELOPMENT (DD)

- Incorporate City SD comments
- Coordinate with City's hazardous materials consultant on scope of work (if completed)
- Design Development plans, technical specifications and details illustrating the preliminary structural and architectural design at approximately 60% complete level
- Conveyance of structural systems to the design team for review and coordination.
- Review and modifications of City Division 00 and 01 Specifications
- Update specifications to include the City's construction phasing performance criteria
- 60% Construction Cost estimate
- Submit DD construction documents to City for desk review
- Phone conference meeting with City to review DD documents as needed

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**NAPA FIRE STATION #1 – SEISMIC RETROFIT AND REROOF****CONSTRUCTION DOCUMENTS**

- 3-D Building Information Structural Modeling
- Structural plans and details in REVIT/ACAD format on City Standard Title Block 24"x36" sheets
- Architectural floor plans, elevations and details
- Reference City's hazardous materials abatement report and recommendations
- Technical specifications and City's modified Division 00,01, and construction phasing criteria specifications included in project manual format
- Construction Cost Estimate
- Submit 95% construction documents to City for review
- Meeting with City to review 95% CD documents
- Incorporate City 95% CD comments into Permit Set
- Submit Permit Set to Public Works for Submittal to Building Division
- Project support and responses through the permit process for construction permit
- Permit fees, permit, and internal review are responsibility of Public Works

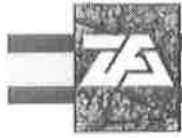
BIDDING SUPPORT

- Review the contractor's bid and provide comments to the City
- Preparation of addenda if required

CONSTRUCTION REVIEW AND SUPPORT

- The Structural Engineer will attend a construction kick-off meeting at the site
- The City will provide initial construction review of submittals and RFI's and forward relevant and significant items to the design team
- ZFA will provide up to 3 on-site structural reviews and field reports.
- ZFA will review all structural submittals (concrete mix designs, product submittals, etc.) and shop drawings (trusses, joists, structural steel, etc.) as needed.
- ZFA will provide any clarifications for the structural design and work with the contractor to facilitate construction while remaining within the requirements of the design.
- Glass Architects will provide up to 3 site reviews with field reports and a final punch list
- Glass Architects will review all architectural submittals
- A final letter of structural observations will be provided.
- Third party Special Inspections are expected for steel, concrete, masonry, and post-installed concrete/masonry anchor construction are to be contracted direct with the City. The design team can assist in selection of the Special Inspector. The contract documents provide special inspection scope.
- Since construction review includes several areas which are defined by levels of involvement that cannot fully be determined prior to completion of design and the construction process, ZFA typically performs construction services and reviews at hourly rates in addition to the design fees. The estimate provides the expectation to meet the anticipate demands.

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NAPA FIRE STATION #1 – SEISMIC RETROFIT AND REROOF

- Construction repairs and additional work due to unforeseen conditions are not included in this estimate.

STATEMENT OF STRUCTURAL CONSULTANT FEES

Schematic Design -	\$13,185
Design Development -	\$19,705
Construction Documents through Building Department Approval -	\$36,590
Bid Schedule and Review -	\$1,620
<u>Construction Review and Support –</u>	<u>\$25,660</u>
Total -	\$96,760

Fees are **Hourly Not to Exceed** based on the following Budget Sheet showing phases.

SCHEDULE:

The team is readily available to begin this project promptly and on schedule. Estimated timeframe as follows:

Schematic Design -	4 weeks + City review
Design Development -	4 weeks + City review
Construction Documents through Building Department Approval -	6 weeks + City review and plan check
Bid Review -	1 week
Construction Review and Support –	3 months

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NAPA FIRE STATION #1 - SEISMIC RETROFIT AND REROOF

INFORMATION TO BE PROVIDED:

- Confirmation of Scope of Work and extent of project
- Hazardous Materials Report for the building
- Construction phasing criteria for performance specification
- Special inspection to be provided by the City as directed in the construction documents
- City Agreement for Design and Construction Support Services

A handwritten signature in cursive script that reads "Kevin Zucco".

Kevin Zucco, SE 4861
Executive Principal/CEO

August 31, 2012

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NAPA FIRE STATION #1 – SEISMIC RETROFIT AND REROOF

HOURLY ESTIMATES BY PHASE/CONSULTANT

ZFA Structural Engineers

Napa Fire Station #1 Retrofit

ESTIMATED HOURS										
	ZFA			SAYLOR	GLASS			Estimate	Total Hours	% of Fee
	Executive	Senior		Principal	Principal	Project	Technical			
	Principal at \$160/hr	Engineer at \$100/hr	Drafter at \$95/hr	In Charge at \$145/hr	In Charge at \$175/hr	Manager at \$145/hr	Staff (Sr.) at \$135/hr			
Schematic Design	24	24	24	0	12	0	19	\$ 13,185	103	14%
Design Development	16	32	24	18	7	0	58	\$ 19,705	155	20%
Construction Documents	24	48	24	20	6	12	148	\$ 30,590	282	38%
Bid Support	4	4	0	0	0	4	0	\$ 1,620	12	2%
Construction Support	24	60	0	0	4	0	112	\$ 25,680	200	27%
Total	92	168	72	38	29	16	337	\$ 96,760	Total	
Estimate By Phase Per Discipline										
	ZFA			SAYLOR		GLASS				
Schematic Design	\$ 8,520			\$ -		\$ 4,665				
Design Development	\$ 8,040			\$ 2,610		\$ 9,055				
Construction Documents	\$10,920			\$ 2,900		\$22,770				
Bid Support	\$ 1,040			\$ -		\$ 580				
Construction Support	\$ 9,840			\$ -		\$15,820				
Total Fee by Discipline	\$38,360			\$ 5,510		\$52,890		Total	\$ 96,760	
% of Fee	39.6%			5.7%		54.7%				

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