

AMENDMENT NO. 1 TO AGREEMENT NO. C2017-213

This Amendment No. 1 to Agreement No.C2017-213 (hereinafter "Amendment") is dated this 29th day of August, 2017, by and between the City of Napa, a municipal corporation (hereinafter "City"), and Arup North America Ltd., a Corporation (hereinafter referred to as "Consultant").

RECITALS

A. City and Consultant entered into an Agreement entitled Project Management Service for the Public Safety and City Administration Consolidation Project (hereinafter "Agreement") for Project Management Service for the Public Safety and City Administration Consolidation Project in the amount of \$124,500, by which the Consultant agreed to perform services more particularly described in the Agreement and generally including Project Management Services for the Public Safety and City Administration Consolidation Project (Phase I)

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 Project Management Services for the Public Safety and City Administration Consolidation Project related to Negotiations (Phase II), Plan Development and Review (Phase III), Construction (Phase IV), and Post - construction (Phase V).

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 \$1,711,840. Thus, the total compensation payable to the Consultant in accordance with the Agreement as amended herein shall not exceed \$1,836,340. (\$124,500 for the original Agreement plus \$1,711,840 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 insure 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 LaRochelle, Public Works Director
(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

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

Budget Code:

FY 17-18 FC15PW02 = \$1,250,000

FY 18-19 FC15PW02 = \$ 461,840

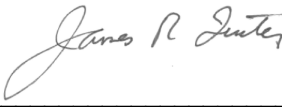
Total = \$1,711,840

CONSULTANT:

Arup North America, Ltd, a Corporation

(Print name of Consultant/form of organization) *

By:



(Signature)

James Quiter, Vice President
(Print name and title)

By:

(Signature)

Alan Jennat, 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.

EXHIBIT A

City of Napa Public Works
Department

**Project Management Services for
the Design/Build – Scope of Work**

New Public Safety and City
Administration Building (Project No.
FC15PW02)

Amendment No 1

| August 28, 2017

This report takes into account the particular
instructions and requirements of our client.

It is not intended for and should not be relied
upon by any third party and no responsibility
is undertaken to any third party.

Job number 601736-09

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ARUP

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Appendices

The following scope and fee have been prepared for consideration by the City of Napa (“City”) as part of Amendment No. 1 to Contract C2017- for project management (“PM”) services for Project No. FC15PW02: the Design/Build of a New Public Safety and City Administration Building (“Project”). The scope is based on our proposal to the City’s RFP for PM Services on the Project dated March 27, 2017 as well as subsequent scope clarifications and conversations with the City.

Each task is listed below. Arup deliverables are listed in Section 4. We will be mostly overseeing deliverables by other consultants. We will take and file meeting minutes for every meeting and call we are a part of.

1 Project Management and Project Coordination

Arup will be responsible for overall project management and project coordination throughout duration of the project. Our PM services will be delivered consistent with a Project Management Plan (“PMP”), which is being developed under the original scope of work under Contract C2017 213 and will contain the following elements:

- An “**Owner’s Schedule**” that sets a general rhythm for face-to-face meetings to ensure communications, management, Project work streams (e.g. legal, commercial, financial), developer negotiations, and other core activities to maximize City staff participation. The Owner’s Schedule will account for the milestone schedule developed under the Exclusive Negotiations Agreement (“ENA”), Owner obligations under the Project Agreement(s), identify specific time commitments from City Staff for workshops, periodic status updates, presentations of findings, and other meetings, and identify timing constraints for future approvals and actions by public bodies. The Owner’s Schedule will be maintained and updated as the developer’s Project Schedule is updated and solidified;
- A **communications plan** tailored to the combined City Staff-consultant team that will guide internal communications and external communications with key stakeholders and the community;
- An **organizational structure** for the combined City Staff-consultant team that addresses each phase of the scope of work; and
- A **procedures and protocols** for reporting, filing, invoicing, dispute resolution, and other activities.

We will prepare a Project Budget and cost reporting framework which meets City’s needs and will be applicable to Arup and other external Project consultants working for the City. We will implement and follow budget control procedures to ensure the City’s objectives are being achieved.

We will maintain and update the Project Budget and PMP, including the Owner's Schedule, over the contract term, obtaining City Manager and Council Approvals as necessary.

2 Phase II: Negotiations

2.1 Project Management and Project Coordination

As under the initial scope of work, Arup will continue to be responsible for overall project management and project coordination throughout Phase II: Negotiation. This will include coordinating with internal City staff, managing external consultants (including reviewing their invoices for City processing), and a contract management function to oversee that the contractual obligations of the City in the ENA are met.

2.2 Contract Negotiation – ENA Period

As under the initial scope of work, Arup will continue to be responsible for coordination between the City and all external consultants during the negotiation process. We will leverage our DBFOM transaction experience to provide critical thinking and advice to the City and its other consultants to ensure the negotiations process and strategy is well conceived and efficient.

Continuing and building on Task 1.4 in the initial scope of work, we will actively manage the development and negotiations of the following documents in concert with the City's other consultants:

- Exclusive Negotiation Agreement (“ENA”) – we are assuming the ENA is completed by the time we begin this scope of work;
- Term Sheet – to solidify risk transfer through various deal points and that expectations and requirements for submission of fixed price proposals are clear and transparent;
- Early Works Agreement – Coordinate the negotiation, drafting and City Council approval of an early works agreement with the Developer if applicable; and
- Project Agreement(s) – including terms and conditions, schedule and drop down agreements through predictable and efficient negotiation process, with right level of developer incentives and providing good value to the City.

2.3 Coordinate activities for Commercial and Financial Close

Arup will be responsible to coordinate between the City, all external consultants and the Developer, in order for the City and the Developer to reach commercial and financial close. We will be supporting the City and the Developer with reaching financial close with lenders, and to provide an affordable overall fee.

2.4 Community Outreach Plan

Arup will continue to coordinate with the City's Public Outreach Coordinator. This will include coordinating review and approval of the Developer's Community Outreach Plan by the City's Public Outreach Coordinator. For the City's role in public outreach, Arup will, at the direction of City staff, draft presentation materials and will provide periodic presentations to internal stakeholders, community groups, and/or City Council. This is an extension of task 1.5 in the initial scope of work.

2.5 Design Improvements

Arup will implement a process developed under task 1.6 in the initial scope of work for the City to internally discuss and negotiate design improvements. This may include functional improvements related to the internal design and program as well as overall exterior building design.

2.6 Swing Space Planning

Continuing Task 1.7 in the initial scope of work, Arup will coordinate and manage the process to finalize the swing space strategy (including location, design, price, and schedule) between the City and Developer, as well as ensure there are clear contractual roles and responsibilities in the Project Agreement.

2.7 Development Service Contracts

Continuing Task 1.8 in the initial scope of work, Arup will continue a process with the Community Development Director (or his designee) to help them identify staff augmentation needs to support the proposed project and identify the best path forward to:

- Procure appropriate professional services or additional staff
- Develop a project review plan to ensure that other private development reviews are not impacted by the Project;

3 Phase III: Plan Development and review

3.1 Public Project

3.1.1 Project Management and Project Coordination

Arup will be responsible for an overall project management and project coordination between the City, the Developer and all other external consultants during design development and review. This will include coordinating with internal City staff, managing external consultants (including reviewing their invoices for City processing), and a contract management function to oversee that the contractual obligations of the City in the Project Agreement(s) are met.

3.1.2 Develop Document Submittal Protocol

Arup will be responsible for development and implementation of the Document Submittal Protocol. This will include ownership of the design and comments log.

3.1.3 Design review

Arup will coordinate the plan development and review process, providing an overall technical lead responsible for managing the design process on behalf of the City. A Design Coordinator will be dedicated to the Project on a part-time basis during the design phase of the Project to manage all Owner design functions including but not limited to the following activities: leading and coordinating review and comment of design submittals, Design Requirement Changes (CCOs), and other design-related matters; facilitating review and comment on mock-ups and leading Owners user group reviews; and ensuring design approvals are adequately presented to the stakeholders in a timely fashion.

The Design Coordinator will be supported by a pool of technical consultants (e.g. engineers, architects, planners) and City in-house staff (e.g. IT staff, public works staff) who can assist with discrete analyses and provide feedback (in a proprietary function) on the various design packages during design development and construction drawings. Cost consulting services will be provided as needed.

At the commencement of Phase III we are open to discussing with the City the use of other external consultants that have familiarity with the history of the Project design.

3.1.4 Develop and Implement a Change Management Plan

Arup will be responsible for developing a Change Management Plan that will address how the City's Project leadership team will communicate with internal stakeholders (i.e. City staff) about the project, the design process with the

Developer's DB Team, and dealing with both the move to temporary swing space and the move into the new permanent facilities.

During Phases II and III Arup will support the City's Project leadership team who will need to carry out the plan. This will include:

- working closely with the Project leadership team and City Manager's office to:
 - craft staff communications (emails, meeting agendas, presentations, etc) and support presentations as needed
 - consider and develop action plans around the potential policy implications of design choices the City makes (e.g. reductions in paper storage leading to a paperless filing policy)
- supporting a process for staff to ask questions and comment on the project and process
- supporting the Project leadership team and department heads identify and address operational workflow issues that arise from the design process

3.1.5 Swing Space

Arup will be responsible for coordinating implementation of the swing space strategy approved by the City and agreed with the developer. We will help facilitate process leading to the timely securing of appropriate space.

3.1.6 Develop and implement operational readiness plan (optional scope not priced)

Arup could be responsible for development and implementation for operational readiness plan as early as Phase III. We would coordinate between the City and the Developer to help launch new processes, technologies and people into a single activation program. Operational Readiness (OR) as a service is a comprehensive methodology that is used to mitigate risks on opening day and should aim to:

- Demonstrate that the contractors have delivered on contractual obligations and that the new facility is fully commissioned in accordance with contract requirements, and is fit for purpose.
- Track progress so that the facility operator(s) and all 3rd party stakeholders are ready and have the processes, staff, skills, training, and tools necessary to effectively operate the new facility – and that these activities are completed in a logical and timely manner in accordance with an agreed sequence and countdown to opening day.

- Develop and execute recruitment, training, and familiarization programs necessary to help all the stakeholders prepare to work in, and operate, the new facility.
- Prepare Plans of Operation that address normal, irregular, and emergency operating conditions.

3.2 Private Project

Arup will be responsible for liaising with Community Development Department to ensure entitlement approvals, plan check, building permits and other ministerial functions occur efficiently and on time. During this phase, a key role for Arup would be to prepare and coordinate project schedule, providing support to both the Developer and different City divisions (Planning, Building, Fire Prevention, Development Engineering, property management, utilities etc.).

4 Deliverables

Deliverables are listed below:

- Project Management Plan updates as necessary
- Owner's Schedule updates as necessary
- Project Budget, with updates as necessary
- Monthly Progress Reports for the duration of the Project
- Change Management Plan
- Presentations to the City Council or City staff as required, through the duration of the Project

5 Fee

We estimate our fee for the above scope of work to be \$1,676,840 not including expenses. Expenses estimate is \$35,000. A breakdown of this fee is provided below:

Phase	Initial Scope Fee Estimate	Amendment No 1 Fee Estimate	Totals
Phase I: Kick-off, PMP, Initial Work	\$44,230	\$0	\$44,230
Phase II: Contract Negotiations	\$77,640	\$875,120	\$952,760
Phase III: Plans and Development Review	\$0	\$801,720	\$801,720
SUBTOTAL	\$121,870	\$1,676,840	\$1,798,710
Expenses	\$2,630	\$35,000	\$37,630
GRAND TOTAL	\$124,500	\$1,711,840	\$1,836,340

The rough order of magnitude cost estimate for the optional operational readiness scope described in Section 3.1.6 above is \$500,000 to \$1,500,000 over 2.5 years (Phases III and IV) depending on the required level of effort. This amount is not included in the fee estimate above. We will gladly provide a more detailed scope of work and accurate budget for this work shortly before Phase III commences.

Expenses will be invoiced at cost. Arup may escalate its hourly rates annually starting April 1 each year by 3%. Anything higher than 3% must be agreed and approved by the City in writing.

6 Assumptions

The following assumptions were made in producing this scope of work:

- This scope incorporates by reference the commitments made by Arup in its response to the City's request for information dated 5-5-2017 during the PM consultant selection period
- Arup cannot make decisions on behalf of the City
- JLL is conducting the review of technical design milestones and key performance indicators of the Project for the City during the Phase II: Contract Negotiations, Arup is managing the process only
- The estimated level of effort for implementing the eventual swing space strategy is currently unknown so it will need to be more precisely scoped when the plan is more detailed, which may have an impact on our fee estimate

- Design review and comment milestones will be at 50% DD, 100% DD, 50% CD, 95% CD and 100% CD against contract requirements.
- The Operational Readiness scope is strongly recommended but is not currently priced (it's presented as an optional service)
- Services are anticipated to be delivered in a timely manner, without interruption in the project schedule, hence the fees represent a continuous flow of work without suspension or holds for any length of time
- The City will provide on-site work space for the project team when conducting extended on-site interviews, workshops or focus group meetings
- Arup will not be the primary point of contact for media or third parties and will not have primary responsibility to write press releases or for generating communications collateral and web content; however our PM is expected to support those individuals tasked by the City who will perform these primary community and media communications/relations functions
- All deliverables will be submitted in DRAFT form for review and comment by the City. Each deliverable product will be subject to 1 (one) revision as a part of basic services scope