

**AMENDMENT NO. 2 TO AGREEMENT NO. C2012 42**

This Amendment No. 2 to Agreement No. C2012 42 (hereinafter "Amendment") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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. On October 22, 2012, Amendment No. 1 to Agreement C2012 42 was approved by the City for additional structural engineering services in the amount of \$106,436, by which the Consultant agreed to perform additional services more particularly described in Amendment No. 1, generally including a schematic design, design development, construction documents, bidding support and construction review and support for the seismic retrofit and roof replacement of Fire Station No. 1.

C. City has determined that additional services are required, beyond those described in the Agreement and Amendment No. 1, in order to continue the work commenced under the Agreement and Amendment No. 1, generally including additional construction review and support.

D. 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 \$7,500. Thus, the total compensation payable to the Consultant in accordance with the Agreement as amended herein shall not exceed \$133,558. (\$19,622 for the original Agreement plus \$106,436 for Amendment No. 1 plus \$7,500 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)

Desiree Brun, City Auditor  
(Type name and title)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
(Signature)

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

Budget Code: MS12FD02

**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)

Carolyn Hart, 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.

**EXHIBIT "A"**

**ZFA STRUCTURAL ENGINEERS**

1212 fourth street | suite z | santa rosa ca 95404 | 707.526.0992 | zfa.com

**EXTRA SERVICES  
AUTHORIZATION**

Ernie Cabral  
**CITY OF NAPA, PUBLIC WORKS  
DEPARTMENT**  
1st Street  
Napa, CA.

---

Project Name: Napa Fire Station #1 Seismic Retrofit

Project Number: 12026.26

Extra Services Requested By: City of Napa

Scope of Services: Construction Administration Additional Services due to changes in scope and unforeseen conditions. For the following:

1. Several unknown conditions different that reasonably expected from original drawings or visible conditions
2. Many "RFI's" from the contractor regarding new or altered scope and adjustments for existing conditions
3. 2 special site visits and meetings by ZFA requested/required for specific items. These specific site visits are in addition to the 3 expected and contracted site visits to verify structural work.

Detailed 'breakdown' follows:

The extra site visits and scope:

1. Site visit 9/09/13 per contractor request b/c as-built didn't match drawings
2. Site visit 9/11/13 unexpected diaphragm concrete at moment frame beams
3. Review new piping replacement diagrams

**Hours: Principal 3 hours @ \$160 + Senior Engineer 9 hours @ \$115 = \$1,515**

Unforeseen conditions:

1. RFI 6 – Side discharge for drains at south roof due to undocumented curb conditions
2. RFI 7 – Duct conflict with wall anchorage along grid lines E and G not per original drawings
3. RFI 8 – Extra roof drain added not per original drawings
4. RFI 9 – Change of grid H wall anchorage from HDs to wall clips based on as-built conditions which differed from original drawings
5. RFI 10 – Concrete diaphragm pour at moment frame beams due to elevations of roof different from original drawings
6. RFI 12 – Notches in top of joists as-built framing analysis
7. RFI 13 – Ledger anchor bolt aligned with through bolt for canopy anchorage – field adjustment
8. RFI 15 – Dry-rot ledger at grid C analysis and resolution
9. RFI 16 – Water pipe conflict with blocking for wall anchorage along grid line 3 between B and C

10. RFI 22 – Center T-beams not per original drawings due to altered roof slope from original drawings
11. RFI 23 – Pipe in conflict with window at grid E not per original canopy drawings
12. RFI 24 – Canopy beam flange in conflict with window not per original canopy drawings
13. RFI 25 – Change 6" window to 4" window due to actual dimensions of canopy and undocumented mis-alignment with curb
14. RFI 26 – UngROUTED top of CMU walls along grids 1 & 6 not per original drawings
15. RFI 27 – CMU Rebar scanned actual location conflicts with estimated bolt hole locations on side plate connections at sides of apparatus bay. Rebar was not were noted on original plans.
16. RFI 28 – Bolt heads at steel column doubler plates where not shown on original plans

**Hours: Principal 9 hours @ \$160 + Senior Engineer 39.5 hours @ \$115 = \$5,983**

**Total Fee For Extra Services: \$7500**

**Billing Type: Hourly – Not to Exceed**

---

**AUTHORIZATION (two signatures required):**

**ZFA STRUCTURAL ENGINEERS**

By:  Date: October 2, 2013  
Kevin Zucco, Principal

**CLIENT REQUESTING EXTRA SERVICES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_