ATTACHMENT 1

AMENDMENT NO. 2 TO AGREEMENT NO. C2017-213

This Amendment No. 2 to Agreement No.C2017-213 (hereinafter "Amendment") is dated this _____ day of May, 2018, 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 and Consultant entered into Amendment No. 1 in the amount of $1,711,840, total agreement not to exceed $1,836,340 ($124,500 for the original Agreement plus $1,711,840 for Amendment No. 1) by which the Consultant agreed to perform additional services 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. City has determined that additional services are required, beyond those described in the Agreement, to implement a Change Management Plan discussed in Amendment No. 1's Scope of Work Section 3.1.4; "Develop and Implement a Change Management Plan".

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 $429,875. Thus, the total compensation payable to the Consultant in accordance with the Agreement as amended herein shall not exceed $2,266,215. ($124,500 for the original Agreement plus $1,711,840 for Amendment No.1, plus $429,875 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 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:
FY 17-18 FC15PW02 = $180,000
FY 18-19 FC15PW02 = $249,875
Total = $429,875

CONSULTANT:
Arup North America Ltd., a Corporation

By: _____
(Signature)

_____
(Print name and title)

By: _____
(Signature)

_____
(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 - Scope of Services

Per Amendment No. 1's Exhibit A Section 3.1.4, the Consultant is charged with the development of a Change Management Plan. The following Scope provides estimated costs per task (total not to exceed $429,875) to implement the Change Management Plan as described below. The City will be charged based on time and materials basis based on the Consultant's hourly rates.

1. Project Management Services: Arup will support the City's leadership team by coordinating the following Change Management Plan Implementation work to be implemented by Forum Design Studios (Forum will serve as a sub-consultant to Arup).
   Phase I: $17,015
   Phase I Reserve: $3,455

2.A. Change Management Plan Implementation: Forum Design Studios will serve as a sub-consultant to Arup to implement the following Change Management Plan: (**see next page**)

PHASE I - April 2018 - July 2019

	Status (not started; in progress; complete)	Tool/Activity	Audience	Description / Purpose	Delivery Method	Primary/ Secondary Owner	Primary Change Engagement Team Members	Frequency/ Quantity	Fee
1	Not started	Project Acclimation: Facility Tours & Stakeholder 1:1's	Key Stakeholders	Forum Change Engagement Team will be onsite to tour existing facilities, interview key stakeholders (15 department leaders), and begin the development of the current state assessment.	In-person	Forum Studio	Lead & Specialist	Once	$ 11,350
2	Not started	Executive Stakeholder Meetings	Executive Steering Committee	Forum Change Engagement Team will participate in quartlerly executive stakeholder meetings to discuss progress, upcoming activities/decisions, project status, etc. Includes tracking of degree of change, risk, migration to future state, etc. Assumes a full leadership presentation (draft & final) to be developed and action item follow-up.	In-person	Forum Studio	Lead & Specialist	Quarterly (6)	$ 36,850
3	Not started	Project Core Team Meetings	Project Core Team	Forum Change Engagement Team will participate in bi-weekly (every other week) project core team meetings to discuss progress, upcoming activities, project status, etc. Includes tracking of degree of change, risk, migration to future state, etc.	Virtual	Forum Studio	Specialist	Bi-weekly (30 mtgs; every other week)	$ 36,000
4	Not started	Engagement Core Team Meetings	Engagement Core Team	Forum Change Engagement Team will be onsite or virtual to facilitate monthly engagement meetings with the engagement core team to discuss progress, updates, and any key issues. Meetings to take place the same day as the Committee Mtgs.	Virtual/In-person*	Forum Studio	Lead & Specialist	Monthly (15)	$ 31,500
5	Not started	Change Agent Committee Meetings	Change Agent Committee	Regularly scheduled bi-monthly meetings with the Change Agent Committee to review the project status, discuss upcoming activities, and to "check-in" to uncover questions & concerns, potential risks, etc. Includes presentation and expenses.	In-person	Forum Studio/ Engagement Core Team	Lead & Specialist	Bi-Monthly (9 mtgs)	$ 73,500
6	Not started	TBD Engagement	All City Staff	TBD change engagement activity - specific scope is TBD.	In-person	Forum Studio / Engagement Core Team	Lead & Specialist	Twice (2)	$ 21,500
7	Not started	FAQ/FBQ Tracking	All City Staff	Forum will review and develop responses to questions that are submitted to the Engagement Core Team. FBQ will be escalated and managed to mitigate issues. This is assumed as an advisory service with 5 questions/answers per month.	Virtual	Forum Studio/ Engagement Core Team	Specialist	Adhoc	$ 12,250
8	Not started	Benchmark Tours & Best Practices	Targeted Stakeholders	Project Core team to establish criteria and expectations for benchmark tours. Forum & Arup will organize and participate in the benchmark tours.	In-person*	Forum Studio/Arup	Lead & Specialist	TBD	$ 12,000
9	Not started	City Staff Survey	All City Staff	Forum to develop and distribute online surveys using Survey Monkey software. Specific questions are TBD by the Engagement & Project Core Teams. Analysis of survey findings will be presented to the teams during a regularly scheduled meetings. Assumes ~5 questions per survey.	Virtual	Forum Studio/ Napa	Specialist & Support Staff	Bi-Montly (7)	$ 31,150
10	Not started	Process Improvement Workshops	Targeted Stakeholders	Session 1: As part of best practice discussion, host a facilitated workshop with key stakeholders to identify areas for process improvements and key objectives. Session 2: TBD SMEs provide best practice recommendations for consideration. Consultant scope & fees TBD.	In-person	Forum Studio/ Arup	Lead & Specialist	Twice; timing TBD	$ 40,000
11	Not started	New Operational Training & Swing Space Pre-move Readiness	Swing Tenants + Others TBD	New Operational Training Workshops with city staff being relocated to temporary swing space - focus on purge activities, paper-less process changes, new ops shifts, tech training, etc. Specific training agenda to be developed based on Engagement & Project Core Team's feedback.	In-person	Forum Studio/ Napa	Lead & Specialist	Once; timing TBD	$ 18,000

Sub-Total	$ 324,100
Contingency 5%	$ 16,205
Phase I Total	**$ 340,305**
Monthly Average (15 months)	$ 22,687.00

* In-person coordination with other onsite meetings (i.e. Executive or Change Agent Committee Meetings)

Forum travel is assumed as 1 day, unless otherwise specified. See Activites Schedule.

2B. Proposed cadence of meetings and events:

FORUM CHANGE ENGAGEMENT TEAM MEMBERS:
Change Agent Lead - Facilitates and leads key stakeholder meetings and activities; minimum 10 years of Change Management experience
Change Agent Specialist - Day to day point of contact; co-facilitation of key stakeholder meetings; lead coordinator for activities; minimum 5 years of Change Management experience
Support Staff - Assists in documentation, meeting prep and activity coordination, and presentation development

TEAM STRUCTURE:
Project Core Team - Core members of the project team (e.g. City Architect, Arup, Forum Change Engagement team, City Project Manager, etc.)
Engagement Core Team - City engagement representatives (e.g. Community Relations, HR, Project Manager) & Forum Change Engagement team will review materials, discuss upcoming activities, coordinate meetings, etc.
Change Agent Committee - Workplace committee incorporating city employees as change agents

ACTIVITIES SCHEDULE

	Q2 2018			Q3 2018			Q4 2018			Q1 2019			Q2 2019		
	MONTHS														
TASKS	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June
Executive Stakeholder Mtg (6)		X		X			X			X			X		X
Project Core Team Mtg (Bi-weekly)	X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X	X X
Engagement Core Team Mtg (Monthly)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Change Agent Committtee Mtg (Bi-monthly)		X	X		X	X	X	X		X		X		X	
Project Acclimation	XX														
Benchmark Tours					X										
City Staff Survey (Bi-monthly)															
Process Improvement Workshops						XX	XX								
New Operational Training & Swing Space Pre-move Readiness									XX						
Engagement Activities (2)				X				X							
Ongoing FAQ Tracking															
e-Communications (Bi-monthly)		*X*		*X*		*X*		*X*		*X*		*X*		*X*	
Community Survey/Results Review (1)					*X*										
Community Focus Groups (Quarterly)			*X*			*X*			*X*			*X*			*X*
Total Onsite/In-Person Meetings Days	2 days	1 day	1 day	2 days	2 days	3 days	4 days	1 day	2 days	1 day		1 day	1 day	1 day	1 day

Exact timing for all tasks are To Be Determined. Schedule is based on April 2018 start.

2.C. The Phase I Reserve activities are considered optional items to be conducted by Forum Studios upon the City's future request. Cost estimates for each task are provided below:

Items in Reserve (available if needed)							
Communications/ Signage	All City Staff	Electronic communication of current activities, what to expect, timeline of upcoming activities, and messaging on where & who to issues questions to.	Virtual	Forum Studio/ Engagement Core Team	Specialist & Support Staff	Bi-Monthly (7)	$ 23,100
Community Survey/ Results Review	TBD	Forum to develop and distribute an online survey using Survey Monkey software. Specific questions are TBD by the Engagement & Project Core Teams. Analysis of survey findings will be presented to the core team during a regularly scheduled meeting.	Virtual	Napa/ Forum Studio	Lead & Specialist	Once; timing TBD	$ 6,000
Community Focus Groups	TBD	Forum to facilitate focus groups with the public (quantity TBD). Agenda and topics to cover are TBD by the Engagement & Project Core Teams.	In-person	Forum Studio/ Napa	Lead & Specialist	Quarterly (5)	$ 40,000
						Phase I Reserve Total	**$ 69,100**

2.D. Forum Design Studio hourly rate schedule:

FORUM HOURLY RATE SCHEDULE
As of March 22, 2018

The Hourly Rate Schedule will be revised annually up to a maximum of 5% (Valid through 3/31/19)

Senior Principal | Change Management Specialist | Facilitator	$350
Principal | Lead Change Management Specialist	$275
Change Management Staff | Communication Writer	$150
Administrative Support	$75