

**AMENDMENT NO. 1**  
**OF**  
**NAPA COUNTY AGREEMENT NO. 200288**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 200288** is made and entered into as of this December 14<sup>th</sup>, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Shah Kawasaki Architects, “a California corporation”, whose mailing address is 570, 10<sup>th</sup> Street, Oakland, California 94607, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. 200288, also referred to as Napa County Agreement No. 200288B, with CONTRACTOR on March 24<sup>th</sup>, 2020 (the “Agreement”) to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Carneros Fire Station hereinafter referred to as “Project”; and

**WHEREAS**, the parties now desire to amend the Agreement to expand the scope of work and increase the compensation for the Agreement to provide engineering design and support services, for the Projects;

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Exhibit “A1,” attached hereto and incorporated herein by this reference, is incorporated into the Agreement.
2. Paragraph 2 of the Agreement is amended to read in full as follows:
  2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” attached to this Agreement as originally approved, incorporated by reference herein and, on and after March 24<sup>th</sup>, 2021, as well as those additional services set forth, Exhibit “A1” (AMENDMENT 1) attached to Amendment No. 1 of the Agreement, said Exhibits being incorporated by this reference herein.
3. Subparagraph (c) of Paragraph 3 of the Agreement is amended to read in full as follows:
  - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED TWENTY-THREE DOLLARS (\$232,523) for professional services described in Exhibit A and Exhibit A1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Except as provided above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Amendment No. 1 of Napa County Agreement No. 200288 as of the date first above written.

SHAH KAWASAKI ARCHITECTS

By \_\_\_\_\_  
ALAN KAWASAKI, President

By \_\_\_\_\_  
PHILIP LUO, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ALFREDO PEDROZA, Chair  
Board of Supervisors

“COUNTY”

|                                                                                                                                                     |                                                                                                                                         |                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: <u>Thomas S. Capriola</u><br>Deputy County Counsel<br><br>Date: <u>November 30, 2021</u> | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By: _____<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|

# **EXHIBIT “A1”**

Amend Scope of Services to include the following additional services:

#### **Add Service 1**

##### **Description**

The County requested revisions to the landscaping plans to reduce planting and irrigation scope and only incorporate a minimal landscaping using drought tolerant planting and mulch.

##### **Scope of Work**

The Landscape Architect will propose new a landscaping concept to address County Fire's concerns for review and refinement, then update landscape and irrigation drawings. SKA will coordinate the team and prepare a bulletin to be incorporated into the construction work. No Civil drawing revisions are included.

##### **Schedule**

The Scope of Services will commence with an executed additional service agreement and a notice to proceed (anticipated to commence on October 18th). The design work should be complete in approximately a week if all stakeholders input is received in a timely manner.

##### **Compensation**

For the work described above, SKA shall receive a lump sum of \$1,886 for professional services. No reimbursable expenses will be incurred for this service. Included in this lump sum fee is:

- GSM Landscape Architects, Inc. \$ 1,110.00
- Five-percent SKA markup \$ 56.00
- SKA professional services \$ 720.00

#### **Add Service 2**

##### **Description**

Due to Covid-19 delays we understand procurement of the steel building has been delayed, extending the construction schedule by at least 7 months. We understand the contractor proposes to essentially stop the job after site work and foundations are complete in late 2021 and wait until the steel building is procured to restart work in summer of 2022. Our proposal included construction support based on a 4.5 month construction schedule, and while we can absorb an additional 2 months of light construction support, the significantly extended schedule requires additional construction support for approximately 7 months.

##### **Scope of Work**

SKA will support the project during extended construction on an hourly basis to a not to exceed maximum. During this time, we will provide project construction administration including additional coordination of the design team and County, response to RFI's and submittals from the contractor, attendance additional OAC meetings, making additional site visits and issuance of bulletins as necessary or requested beyond what is included in the original agreement. During a portion of this extended schedule there will be minimal to no site activity and our fees reflect this in the compensation section below. No additional fees are included for any potential design changes. Should the design team consultants require extended construction support in the future, we have included a contingency budget.

**Schedule**

The Scope of Services will commence with an executed additional service agreement and a notice to proceed (anticipated to commence in mid-February and concluded in mid-September 2022)

- Mid-February through mid-June 2022 (4 months) minimal construction support
- Mid-June through mid-September 2022 (3 months) light construction support

**Compensation**

For the work described above, SKA shall receive T&M not to exceed fee of up to \$23,360 for professional services. No reimbursable expenses will be incurred for this service. Included in this NTE fee is:

- SKA estimate for professional services for minimal CA support = \$1,620/month x 4 months
- SKA estimate for professional services for light CA support = \$3,960/month x 3 months
- Contingency for construction support from Consultants = \$5,000