

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 230400B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230400B is made and entered into as of this ____ day of November, 2023, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County”, and M. Arthur Gensler Jr. & Associates, Inc, doing business as Gensler, a California corporation, whose mailing address is 500 S. Figueroa Street, Los Angeles, CA 90071, hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, on May 16, 2023, County entered into Napa County Agreement No. 230400B with Contractor (the “Agreement”) to obtain specialized services, as authorized by Government Code 31000, in order to provide facility space needs analysis and developing a phase facilities mater plan that meets the needs of County residents and employees; and

WHEREAS, County desires to add a master planning option that includes the Hall of Justice site as a possible future location for a County office building, which requires additional structural, seismic, and condition assessments and analysis not included in the Agreement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor hereby amend the Agreement as follows:

TERMS

1. Paragraph 2 of the Agreement is amended in its entirety to read as follows:
 2. **Scope of Services.** Contractor shall conduct a facility space needs analysis and develop a phased facilities master plan for the County, as further described in Exhibit “A” attached hereto and hereby incorporated by reference. Contractor shall also conduct structural, seismic, and condition assessments and analysis of the County Administration Building and Hall of Justice, as further described in Exhibit “A-1,” attached hereto and hereby incorporated by reference.
2. Paragraph 3 of the Agreement is amended in its entirety to read as follows:
 3. **Compensation.**
 - (a) **Rates.** In consideration of Contractor's performance of the Scope of Services in Exhibit “A,” County shall pay Contractor the fixed prices for Phases 1 through 5, as set forth in Exhibit “B” attached hereto and hereby incorporated by reference. For the Scope of Services in Exhibit “A-1,” County shall pay Contractor the

fixed prices for Phases A through C, as set forth in Exhibit “B-1” attached hereto and hereby incorporated by reference.

(b) Expenses. No travel or other expenses will be reimbursed by County, as such expenses are already included in the fixed prices.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed Five Hundred and Sixty-Four Thousand Three Hundred and Four Dollars (\$564,304.00) without a written amendment signed by both parties.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by M. Arthur Gensler Jr. & Associates, acting through their duly authorized officers.

M. Arthur Gensler Jr. & Associates, Inc doing business as Gensler

By: _____
Kevin Rosenstein, Principal

By: _____
Stephanie Koenig, Regional Operating Officer

NAPA COUNTY, a political subdivision of the State of California

By: _____
BELIA RAMOS, Chair
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>November 17, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”
SCOPE OF SERVICES

I. DESCRIPTION OF ADDITIONAL SERVICES

Contractor shall perform the services set forth in Attachments A, B, and C attached hereto and summarized as Phases below:

Phase A: Facilities Condition Assessment of Hall of Justice Complex, located at 1125 Third Street, Napa, CA 94559 (127,000 SF). See Attachment A, Bureau Veritas Proposal No. 162481.23A, for a detailed description of services.

Phase B: Seismic Evaluation of County Administration Building, located at 1195 Third Street, Napa, CA 94559 (65,545 SF). See Attachment B, ZFA professional services agreement dated 9/6/2023, for a detailed description of services.

Phase C: Seismic Evaluation of Hall of Justice and Jail Annex. See Attachment C, ZFA professional services agreement dated 9/15/2023, for a detailed description of services.

EXHIBIT “B-1”

COMPENSATION AND FEE SCHEDULE

(for services in Exhibit “A-1”)

GENSLER TEAM PROJECT FEE

October 16, 2023

Phase A: Facilities Condition Assessment of Hall of Justice Complex	\$ 7,200
Phase B: Seismic Evaluation of County Administration Building	\$17,000
Phase C: Seismic Evaluation of Hall of Justice and Jail Annex	\$51,500
Administration Fee: 5%	\$ 3,785
TOTAL	\$79,485