



A Tradition of Stewardship  
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Agenda Date: 3/17/2015

Agenda Placement: 6D

## NAPA COUNTY BOARD OF SUPERVISORS Board Agenda Letter

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**TO:** Board of Supervisors

**FROM:** Steven Lederer - Director of Public Works  
Public Works

**REPORT BY:** Rick Marshall, Deputy Director of Public Works - Engr - (707) 259-8381

**SUBJECT:** Historic Courthouse Repairs - PSA Amendment

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### **RECOMMENDATION**

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to an Agreement (formerly No. AUD-6980) with URS Corporation, increasing the amount by \$786,544 for a new maximum of \$1,731,389 and amending the rate schedules to include other professional disciplines required to complete the project, for Phase 1 of the Historic Courthouse Earthquake Repair Project.

### **EXECUTIVE SUMMARY**

The Historic Courthouse suffered significant damage during the recent South Napa Earthquake. The County is in the process of evaluating the damage, in order to design the repairs which will enable the courts to fully reoccupy the structure. Approval of an amendment to the Professional Services Agreement which retained architectural, engineering, project management and construction management services will allow the additional investigations to confirm structural and architectural conditions, completion of temporary shoring and stabilization, completion of the damage assessment report, cost estimates and projected construction schedule.

### **FISCAL IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 1000 - Subdivision 1058001 - Program E0630
Is it Mandatory or Discretionary?	Discretionary

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Discretionary Justification:	Consultant project management services and design services must be amended to complete the assessment and prepare final recommendation revisions.
Is the general fund affected?	Yes
Future fiscal impact:	Construction costs will be incurred in Fiscal Years 2015/16 through 2017/18.
Consequences if not approved:	The project does not move forward and recovery and relocation efforts will be delayed, potentially resulting in higher costs to the County under the provisions of its agreements with the courts.
Additional Information:	

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

### **BACKGROUND AND DISCUSSION**

The Napa County Courthouse suffered significant damage during the recent South Napa Earthquake. The structure consists of three sections: the Historic Courthouse is the eastern end, constructed in 1878; the Hall of Records is the western end, constructed in 1916; and the Administrative Addition connected the other two, built in 1977. The County retained ownership of the structure when the courts transitioned to the State, and is obligated under the Joint Operating Agreement to repair it and to find suitable space for the courts to operate in the interim.

Minor damage occurred to the two newer portions, primarily water damage from broken fire sprinkler lines, which was addressed by the courts organization and its contractors. The Historic Courthouse experienced substantial structural damage, as well as water damage similar to the other building areas. It was necessary to obtain professional expertise in structural engineering and historic preservation to undertake the stabilization, evaluation and repair of this structure, due to the limited availability of County staff to take on a project of this magnitude within existing workload.

A consulting team led by URS Corporation was selected through a competitive Request for Qualifications process conducted in the first month following the quake. URS is charged with functioning essentially as an extension of County staff to handle all aspects of the project through to completion of repairs and full re-occupancy of the structure by the court operations. In this capacity, they have been called on to handle everything from arranging for stabilization of the damaged building, to cleaning/packing/moving/storing the furnishings and contents, to arranging for the installation (and numerous re-installations) of the temporary weather protective measures. Thus, unlike other Professional Service Agreements the County enters, this agreement produces direct physical outcomes through competitively selected subcontractors, rather than just design services.

An initial scope of work was developed and a Professional Services Agreement was quickly entered into under the authority granted to the County Executive Officer as a function of the emergency delegation. It was always anticipated that the scope would need to be refined and expanded as the investigation and evaluation of the damage progressed. The experience with the Historic Courthouse is validating what we have been learning with other County facilities, that earthquake damage is fundamentally different from that experienced in other natural disasters. With earthquake damage, it is not possible to know the entire magnitude of the problem at the

beginning of the response. Rather, more details are discovered as the investigation proceeds, as building elements are "peeled" away (picture the layers of an onion) to reveal whether there is damage to other elements which were obscured.

URS has completed an initial phase of investigation and is now in a better position to define the scope and cost of the remaining work to be done to stabilize the structure, complete the investigation of the damage, and recommend repair strategies. Later phases of the work, which will require future amendments to the Agreement, will be to perform the detailed design work and construction documents, then to oversee the construction of the repairs themselves. It is currently estimated that the repairs will extend through 2017.

At this time, URS has submitted a request for an amendment to the Agreement, to move into the next group of tasks necessary for repair of the structure (essentially, a "Phase 1b"). Their request provides details of the changes and additions to the initial scope of work in the original Agreement. A significant element of the change in scope is to move into additional shoring and stabilization of the structure at this time. This was originally envisioned to occur later in the overall project, at the time of construction of the repairs. However, due to a variety of factors, this work is proposed to be performed now. Thus, the change represented by the amendment represents moving into the next group of tasks, rather than an increase of cost for the tasks included in the original scope of work ("Phase 1a").

One factor driving the advancement of the shoring and stabilization work is the performance of the weather protection system. A temporary "raincoat" was installed shortly after the earthquake (prior to the URS team even being selected) but that has been damaged by high winds during storm events. URS has been tasked with arranging the ongoing repair and maintenance of this system. Installing the scaffolding system associated with the shoring and stabilization task will enable the installation of a different, more durable, weather protection system, which will be able to remain in place for the duration of the repair work.

Another factor is the need for shoring to be installed in order to safely complete the investigation of the structural damage. In addition to some areas of the building being inaccessible due to collapsed ceilings and walls, other concerns have been identified as the investigation has gotten under way (recall the onion metaphor earlier), such as masonry walls being out of plumb and distress in the decorative cornice features at the top of walls.

In addition to the subconsultants which were part of the project team included in the Statement of Qualifications submitted in the original procurement process, URS included numerous "allowances" for various specialized services which the County would need them to secure on its behalf, in order to perform the investigation and stabilization of the damaged structure. The proposed amendment includes the following elements:

- | Shoring and stabilization work, including subcontractor insurance coverage and rental of materials for the duration of the repair project
- | Selective demolition to access concealed areas to complete the investigation
- | Increased allowance for materials testing
- | Increased cost of maintaining the weather protection system to date
- | Storage of furniture, fixtures and equipment
- | Additional professional services for design and project management
- | Decreased cost for hazardous materials remediation
- | Decreased cost for initial shoring (Brown Street entrance) and structural barrier (between Historic Courthouse and Administrative Addition)
- | Cost to complete walkway on grounds for safe access to site (this was originally a county project that was interrupted by the earthquake)

The provision for the County Executive Officer to enter into these agreements under the emergency delegation has concluded, therefore this Agreement must be approved by the Board of Supervisors. The total compensation

provided by the original Agreement was \$944,845; it is proposed to increase by \$786,544 to a new total of \$1,731,389.

Approval of an amendment to the Professional Services Agreement which retained architectural, engineering, project management and construction management services will allow the additional investigations to confirm structural and architectural conditions, completion of temporary shoring and stabilization, completion of the damage assessment report, cost estimates and projected construction schedule. Staff recommends approval of the amendment as proposed.

#### **SUPPORTING DOCUMENTS**

None

CEO Recommendation: Approve

Reviewed By: Helene Franchi