

AMENDMENT NO. 3 TO AGREEMENT NO. C2015 033

This Amendment No. 3 to Agreement No. C2015 033 (hereinafter "Amendment") is dated this ____ day of ____, 2017, by and between the City of Napa, a municipal corporation (hereinafter "City"), and Jones Lang LaSalle Americas, Inc., a Maryland Corporation (hereinafter "Consultant").

RECITALS

A. City and Consultant entered into an Agreement entitled City Hall Consolidation Programming, Financial Evaluation, and RFQ Initiation (hereinafter "Agreement") for specialized services in the amount of \$125,000, by which the Consultant agreed to perform services more particularly described in the Agreement and generally including services to complete a refined financial evaluation for new a public safety administration and city hall facilities and to initiate the preparation of a request for qualifications (RFQ) package that will solicit statements of qualifications (SOQ) from teams interested in competing to contract for the design/build/financing services for new public safety administration and city hall facilities.

B. City and Consultant entered into Amendment No.1 in the amount of \$295,000 (total agreement not to exceed \$420,000 (\$125,000 for the original Agreement plus \$295,000 for Amendment No. 1) by which the Consultant agreed to perform additional services generally including completion of the RFQ with marketing and evaluation of submittals, and the development of the final Request for Proposals with performance specifications.

C. City and Consultant entered into Amendment No.2 in the amount of \$430,000 (total agreement shall not exceed \$850,000 (\$125,000 for the original Agreement, plus \$ 295,000 for Amendment No. 1 and \$ 430,000 for Amendment No. 2)) by which the Consultant agreed to perform additional services generally including development of the City's program for all non-public safety functions, development of performance specifications for design, construction and operations and maintenance, assisting the City with the RFP evaluation and preferred developer selection and support negotiations of development agreements.

D. City has determined that additional services are required, beyond those described in the Agreement, in order to continue the work commenced under the Agreement, generally including providing technical consulting services during negotiations related to proposed project design modifications.

E. 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 as compensation in full for such services and expenses at the rates set forth in the Standard Hourly Rates and Charges attached hereto as Exhibit "B" and incorporated herein by reference. Notwithstanding the above, it is agreed that Consultant shall complete all the services set forth in Exhibit "A" for a total sum not to exceed \$43,000. Progress payments will be tied to completion of tasks so all payments are proportional to the work completed. Thus, the total compensation payable to the

Consultant in accordance with the Agreement as amended herein shall not exceed \$893,000 (\$125,000 for the original Agreement, plus \$ 295,000 for Amendment No. 1, \$ 430,000 Amendment No. 2, and \$43,000 for this Amendment). Additional compensation terms, if any, are set forth in the attached Exhibit "B."

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)

Mike Parness, City Manager
(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: FC15PW02-53201

CONSULTANT:

Jones Lang LaSalle Americas, Inc.
A Maryland Corporation

By:

(Signature)

Robert Hunt, Managing Director
(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 WORK**

Provide technical consulting services from Laura Blake Architect and Peter Morris and Jennifer Crawford from AECOM related to design modifications that may be proposed during negotiations. Costs related to this service will be charged on an as needed hourly basis according to the Standard Hourly Rates and Charges in Exhibit B.

\$40,000 allowance for Laura Blake Architect and AECOM

\$3,000 allowance for JLL Admin Overhead.

TOTAL Not to Exceed = \$43,000

EXHIBIT B**STANDARD HOURLY RATES AND CHARGES****Exhibit B - JLL Project Team Hourly Rate Sheet**

JLL - Robert Hunt - Managing Director	\$350
JLL- James Birkey, Vice President	\$300
JLL - Matt Do - Senior Associate	\$250
AECOM - Peter Morris - Director of Cost Consultancy	\$300
AECOM- Jennifer Crawford Sr. Associate	\$250
Laura Blake - Architect	\$250
JLL-Steph Hardin - Associate	\$225
Analyst	\$150