

AMENDMENT NO. 1 TO AGREEMENT NO. C2015 033

This Amendment No.1 to Agreement No. C2015 033 (hereinafter "Amendment") is dated this 27th day of March, 2015, 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 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 the completion of the RFQ with marketing and evaluation of submittals, and the development of the final Request for Proposals with performance specifications.

C. 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 \$295,000. Thus, the total compensation payable to the Consultant in accordance with the Agreement as amended herein shall not exceed \$420,000. (\$125,000 for the original Agreement plus \$295,000 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 inure 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)

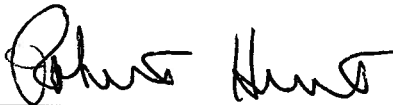
Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: FC15PW02

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)

<p>*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.</p>
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Exhibit A

Amendment No. 1

**Scope of Services for Consolidation of City Services into a New City Hall and
Police & Fire Administration Building**

Scope Overview

The scope of services described herein assumes performing all the tasks necessary to assist the City to initiate two stage Request for Qualifications (RFQ) and Request for Proposal (RFP) solicitation to secure a development team to design/build and, potentially, finance a new facility of approximately 96,000 Gross Square Feet (GSF) with associated parking to support a consolidated City Hall and Police and Fire Administration Building. In addition the new development, the scope includes the valuation and development of strategies to monetize excess properties through either sale or ground lease to optimize long term value to the City and further economic development goals for downtown.

This Scope is comprised of three main phases:

1. Completion of RFQ
2. RFQ marketing and evaluation
3. RFP Development

The section below summarizes the tasks that JL will perform to support the City in executing the each phase of the scope:

1. Completion of RFQ

Complete the development of the RFQ for a design/development team to build a new City Hall, Police & Fire Administration Building including an Emergency Operations Center. The framework of the RFQ has been completed as part of the original Agreement.

Key activities:

- a. Organize due diligence materials
- b. Establish evaluation criteria and process
- c. Draft RFQ
- d. Review with City staff (assume 2 reviews and revisions)

2. RFQ Marketing & Evaluation

- a. Marketing

- i. Develop press releases for RFQ
 - ii. Establish targeted list of potential developers/builders
 - iii. As appropriate, schedule direct meetings with potential developer prior to the release of the RFQ
 - iv. Leverage JLL network to market RFQ
- b. Evaluation & Selection
 - i. Review responses for compliance
 - ii. Organize responses into comparative templates
 - iii. Participate in evaluation meetings with City Staff
 - iv. Check references of teams that pass the minimum requirements set forth in the RFQ
 - v. Organize and participate in interviews
 - vi. Organize and participate in presentations to City Council
- c. Community Outreach
 - i. JLL will participate in two (2) community outreach prior to the release of the RFQ and one (1) community outreach meeting after short list is announced¹

3. RFP Development

Concurrent with the market release of the RFQ, JLL will work with the City to develop the RFP for teams shortlisted from the RFQ. The main activities involved in this process will include

- a. Establish the overall framework for the RFP
- b. Develop, program, design guidelines and performance specifications for short list to provide pricing against
- c. Develop submittal documents for RFP for design and cost submissions
- d. Define and organize exhibits for inclusion of the RFP, to include at a minimum:
 - i. Program, Design Guidelines and Performance specifications for City Hall, Police & Fire Administration and EOC
 - ii. Site due diligence materials
 - iii. Draft Project Agreement (to be prepared by City or outside counsel with support by JLL)
 - iv. Format for construction cost estimate submission
 - v. Format for Plan of Finance submission

¹ It is assumed that the City will assign a staff representative or outside firm to develop and lead the community outreach plan and that JLL will only attend the meetings and provide technical support

- vi. Detailed schedule from design through construction
- vii. Operations and maintenance plan and cost proposal (if required)
- viii. Community Outreach plans and expectations

- e. Establish evaluation criteria and process
 - i. Design evaluation
 - ii. Construction cost estimate
 - iii. Financing
 - iv. Risk
- f. Initial draft of the RFP
- g. Staff Review and revisions (assumes 2 revisions based on staff feedback)
- h. Finalize RFP and exhibits
- i. Release RFP and provide City with support as required until the receipt of the RFP proposals from shortlisted team.

This scope of services does not include the evaluation of the RFP responses and the subsequent contractual negotiations with winning team. These services would be subject to a contract extension to be negotiations should they be required by the City

City of Napa – Real Estate Development Services

Price Proposal

<u>Project Phase</u>	<u>Price</u>
1. Pre solicitation due diligence and RFQ Development	\$ 20,000
2. RFQ marketing and evaluation	\$ 95,000*
3. RFP Development	<u>\$ 180,000**</u>
	\$ 295,000

* This price is under the assumption that the RFQ Solicitation will not include qualifying teams on their capability to develop the City's surplus assets. If the City decides to include the excess asset monetization in this solicitation the fee for those services would need to be added, either as an additional consulting fee or through retaining JLL on a commission basis to sell or lease these assets.

** This price is under the assumption that the City will not have the developer contract for operations and maintenance. If the City should decide to have the development team provide operations and maintenance services, the fee would increase to account for the additional complexity associated with qualifying, evaluating and contracting services.

CERTIFICATE OF CONSULTANT

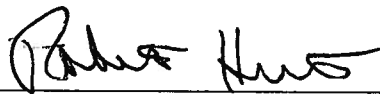
I HEREBY CERTIFY that I am the Managing Director, and a duly authorized representative of the firm of Jones Lang & LaSalle, whose address is 601 Union Street 4100 Seattle, WA 98101, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

3-27-2015
Date


Signature