

AMENDMENT NO. 3 TO AGREEMENT NO. C2012 42

This Amendment No. 3 to Agreement No. C2012 42 (hereinafter "Amendment") is dated this _____ day of _____, 2014, by and between the City of Napa, a municipal corporation (hereinafter "City"), and ZFA Structural Engineers, a California Corporation (hereinafter "Consultant").

RECITALS

A. City and Consultant entered into an Agreement entitled Fire Station No. 1 Seismic Evaluation and Retrofit (hereinafter "Agreement") for structural engineering services in the amount of \$19,622, by which the Consultant agreed to perform Phase 1 services more particularly described in the Agreement, generally including a seismic evaluation of Fire Station No. 1 and an accompanying report recommending seismic retrofit concepts.

B. On October 22, 2012, Amendment No. 1 to Agreement C2012 42 was approved by the City for additional structural engineering services in the amount of \$106,436, by which the Consultant agreed to perform additional services more particularly described in Amendment No. 1, generally including a schematic design, design development, construction documents, bidding support and construction review and support for the seismic retrofit and roof replacement of Fire Station No. 1.

C. On October 21, 2013, Amendment No. 2 to Agreement C2012 42 was approved by the City for additional structural engineering services in the amount of \$7,500, by which the Consultant agreed to perform additional services more particularly described in Amendment No. 2, generally including construction review and support required to address unexpected field conditions encountered during the construction process that impact the project design for the seismic retrofit and roof replacement of Fire Station No. 1.

D. City has determined that additional services are required, beyond those described in the Agreement, Amendment No. 1 and Amendment No. 2, in order to cover the cost of the work associated with construction review and support required to address further unexpected field conditions encountered during the construction process.

E. After negotiations between the parties, Consultant agreed to perform the additional services 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 Recital D above 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 \$2,500. Thus, the total compensation payable to the Consultant in accordance with the Agreement as amended herein shall not exceed \$136,058 (\$19,622 for the original Agreement plus \$106,436 for Amendment No. 1, plus \$7,500 for Amendment No. 2, plus \$2,500 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)

Jacques R. LaRochelle, Public Works Director
(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)

CONSULTANT:

ZFA Structural Engineers, a California Corporation
(Print name of Consultant/form of organization)

By: _____

(Signature)

Kevin Zucco, Executive Principal/CEO
(Print name and title)

By: _____

(Signature)

Robin Wendler, Principal/Corporate Secretary
(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.

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