

**AMENDMENT NO. 2 TO AGREEMENT NO. C2018-044**

Architectural Services for the Civic Center Project

City Budget Code: FC15PW02

This Amendment No. 2 ("**Amendment**") to City Agreement No. C2018-044, entitled Architectural Services for the Civic Center Project ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Laura Blake Architect, a Sole Proprietorship, dba Laura Blake Architect ("**Consultant**"), is effective on the Effective Date identified on the signature page.

**RECITALS**

A. City and Consultant entered into the Agreement, effective February 23, 2018, for an amount not to exceed \$125,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including architectural services related to the Civic Center Project

B. City and Consultant entered into the Amendment No. 1, effective April 26, 2019, for an amount not to exceed \$125,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including architectural services related to the Civic Center Project

C. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

3. PAYMENT. City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$15,000. The cumulative total compensation payable to the Consultant will not exceed \$265,000 without prior written authorization from the City (based on \$125,000 for the original Agreement \$125,000 for Amendment No. 1 plus \$ 15,000 for this Amendment).

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, 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, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

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

## ATTACHMENT 3

legal entities of Consultant and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

**CONSULTANT:**  
**LAURA BLAKE**, a Sole Proprietor, dba Laura  
Blake Architect

By: \_\_\_\_\_  
*Steve Potter, City Manager*

By: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
Tiffany Carranza, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**

\_\_\_\_\_  
Desiree Brun, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Barrett, City Attorney

**EXHIBIT "A"**

**SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE**

The Consultant will perform the Additional Services described below, within the specified times:

Provide architectural advisory services for the Public Safety and City Hall project including assistance in presenting project alternatives and reviewing input and questions. Once the City selects a preferred alternative, I will make final revisions to the Updated Program for the preferred alternative including replacing the generic site options and stacking with the council's preferred option and associated building stacking and associated space need adjustments.

Additional architectural advisory services and services for future project phases will be provided as agreed upon by the Consultant and the City.

Consultant estimates the scope to be completed between November 2019 through February 2020 at an estimated costs of \$15,000 for the described services in this Amendment. Services will be billed monthly based on actual hours and costs based on the compensation and rates in Exhibit B.

## EXHIBIT "B"

## COMPENSATION RATES AND CHARGES

## 1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 3 of this Amendment:

<u>Position:</u>	<u>Hourly Rate:</u>
Laura Blake Architect	\$185

## 2. AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services of this Amendment No. 2 only as follows and subject to the not-to-exceed limit in Section 3 of this Amendment No. 2 to the Agreement:

<u>Expense:</u>	<u>Reimbursement Rate:</u>	<u>Maximum Total:</u>
Travel, meals, supplies	Actuals	\$600