

**AMENDMENT NO. 3 TO AGREEMENT NO. C2018-331**  
*Negotiation Services related to the Napa Civic Center Project No. FC15PW02*

City Budget Code: FC15PW02

This Amendment No. 3 ("**Amendment**") to City Agreement No. C2018-311, entitled Negotiation Services related to the Napa Civic Center Project No. FC15PW02 ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Jones Lang LaSalle Americas, Inc., a Maryland Corporation ("**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 \$124,500, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including architectural services related to the Civic Center Project. City and Consultant previously entered into Amendment No. 1 to the Agreement, effective April 3, 2019.

B. City and Consultant entered into the Amendment No. 1, effective April 3, 2019, for an amount not to exceed \$625,00, 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 and Consultant entered into the Amendment No. 2, effective December 18, 2019, for an amount not to exceed \$186,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including architectural services related to the Civic Center Project

D. 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 \$320,000. The cumulative total compensation payable to the Consultant will not exceed \$1,255,500 without prior written authorization from the City (based on \$124,500 for the original Agreement and any prior amendments thereto, plus \$625,000 for Amendment No. 1, plus \$186,000 for Amendment No. 2, plus \$320,000 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 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:**  
Jones Lang LaSalle Americas, Inc.  
A Maryland Corporation

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

By: \_\_\_\_\_  
Robert Hunt, Managing Director

**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

1.0. SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

During the Period of January 21 – June 30, 2020 scope shall include:

- 1) Lead in the development of an **overall project schedule** for the next two years.
- 2) Lead the development, implementation, and documentation of **staff and community outreach** to keep staff and community informed about project. JLL will aid in the gathering of information regarding design criteria to supplement the program and selected project alternative.
- 3) Lead workshops with the City regarding the **project delivery model**, including identification of risks, potential risk transfer, and project delivery strategies that align with City objectives.
- 4) Assisting with the development of a **Design Instructions Packet** that guides the project design. In coordination with Laura Blake Architect, JLL will aid in preparation of project goals, background, site details, design guidelines, technical and performance specifications, etc.
- 5) Coordinate, Assist the City with **reports and presentations** at City Council and other boards/community groups as needed.
- 6) Provide other technical advisory services as requested by the City

*Additional detail is provided in JLL's proposal letter on the following page.*

2.0. SCHEDULE OF PERFORMANCE. The Consultant shall coordinate with the City's authorized representative to ensure that work performed is coordinated with the overall project agreement, negotiations and design schedules.



## EXHIBIT "A"

**Napa Public Safety & City Hall Facilities Project**  
**Proposed Additional Scope**  
**January 21 through June 30, 2020**

Mrs Maloney,

JLL has enjoyed working with the City of Napa over the course of this last year to deeply analyze project alternatives for the Public Safety & City Hall Facilities Project. This has included many hours of work in project coordination, cost analysis, real estate analysis, site analysis, all facilitated by substantive input and engagement of city staff and the public. We are excited that the Alternatives Analysis phase is drawing to a close and believe that the City is much better positioned to accomplish this project than a year ago.

At the City's request, we are proposing the following work tasks to aid the City in carrying out the project it is electing to undertake. Each of these items we anticipate heavy City involvement to ensure outcomes align closely with City goals, objectives, culture, and day-to-day needs.

- 7) Lead in the development of an **overall project schedule** for the next two years.
- 8) Lead the development, implementation, and documentation of **staff and community outreach** to keep staff and community informed about project. JLL will aid in the gathering of information regarding design criteria to supplement the program and selected project alternative.
- 9) Lead workshops with the City regarding the **project delivery model**, including identification of risks, potential risk transfer, and project delivery strategies that align with City objectives.
- 10) Assisting with the development of a **Design Instructions Packet** that guides the project design. In coordination with Laura Blake Architect, JLL will aid in preparation of project goals, background, site details, design guidelines, technical and performance specifications, etc.
- 11) Coordinate, Assist the City with **reports and presentations** at City Council and other boards/community groups as needed.
- 12) Provide other technical advisory services as requested by the City

JLL will provide the above services, with continued subconsultant support from MIG and AECOM, between January 21 and June 30<sup>th</sup> 2020. These services will be provided at hourly rates in the existing contract, for a not-to-exceed amount of **\$282,000**. In addition, a not-to-exceed amount of \$38,000 of qualified project-related reimbursable expenses to be reimbursed at cost.

*Anticipated Fee Schedule Jan 21 – Jun 30, 2020*

Task	Jan	Feb	Mar	Apr	May	Jun
Project Planning	\$ 6,500	\$ 2,500	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Staff & Community Outreach	\$ 2,500	\$ 18,000	\$ 15,000	\$ 37,000	\$ 20,000	\$ 20,000
Project Delivery Model / Risk		\$ 35,000	\$ 27,500	\$ 2,000		
Design Instructions Packet		\$ 7,000	\$ 7,000	\$ 22,000	\$ 15,000	
Reports, Presentations, & Docs		\$ 2,000			\$ 35,000	
<b>TOTAL:</b>	<b>\$282,000</b>	<b>\$ 9,000</b>	<b>\$ 64,500</b>	<b>\$ 51,500</b>	<b>\$ 63,000</b>	<b>\$ 72,000</b>

Amendment to Agreement

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**EXHIBIT "A"**

After reviewing the above, please let us know if you have any questions or concerns.

Thanks in advance,

A handwritten signature in black ink, appearing to read 'James Cody Birkey', with a large, sweeping flourish extending to the left.

**James Cody Birkey**  
Vice President  
JLL  
Public Institutions

## 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 2.1 of the Agreement:

<u>Position:</u>	<u>Hourly Rate:</u>
JLL - Robert Hunt, Principal in Charge	\$350
JLL - James Birkey, Project Manager	\$300
JLL – Katie Rodrigues, Change Management Specialist	\$300
MIG – Kate Joncas, Communications	\$300
AECOM - Peter Morris, Director of Cost Consultancy	\$300
JLL – Krista Shirley, Financial Specialist	\$250
JLL - Michelle Sulahian, Associate	\$225

Consultant shall be paid based on actual hours worked and any reimbursable costs.

## 2. AUTHORIZED EXPENSES AND RATES:

Consultant will be reimbursed for costs incurred to provide the Services described in Exhibit A and are subject to the not-to-exceed limit in Section 3 of the Agreement. Reimbursable expenses for Amendment No. 3 are to be invoiced at cost and will not exceed \$38,000.