

**AMENDMENT NO. 1 TO**  
**NAPA COUNTY AGREEMENT NO. 240311B**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 (“Amendment No. 1) of NAPA COUNTY AGREEMENT NO. 240311B** is made and entered into as of this 23<sup>rd</sup> day of September 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Nacht & Lewis Architects, Inc., a California corporation, whose business address is 600 Q Street, Suite 100, Sacramento, CA 95811 hereinafter referred to as “CONSULTANT.”

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. 240311B with CONSULTANT on March 12, 2024 (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the South Campus Buildings A&B Maintenance Project, PW 21-37 (“Project”); and

**WHEREAS**, COUNTY and CONSULTANT now desire to amend the Agreement to increase the scope and compensation in order to provide engineering design and support services for the Project.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONSULTANT hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement is amended to read in full as follows:

**Scope of Services.** CONSULTANT shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement, as originally approved and is incorporated by reference herein, and those additional services set forth in Exhibit "A-1" attached to Amendment No. 1 of the Agreement. Exhibit A-1 is attached hereto and incorporated herein by this reference.


2. Paragraph 3, subparagraph (c), of the Agreement are amended to read in full as follows:


**Maximum Amount.** Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **FOUR HUNDRED FORTY-THREE THOUSAND THREE HUNDRED SIXTY AND 00/100 DOLLARS (\$443,360)**; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Except as provided in paragraphs 1 and 2 above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

**IN WITNESS WHEREOF**, COUNTY and CONSULTANT have executed this Amendment No. 1 to Napa County Agreement No. 240311B as of the date first above written.

NACHT & LEWIS ARCHITECTS, Inc.

By   
\_\_\_\_\_  
MIKE PARROTT, President

By   
\_\_\_\_\_  
ERIC FADNESS, Secretary

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair  
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: <u>Shana A. Bagley</u> Deputy County Counsel  Date: <u>September 5, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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## EXHIBIT "A-1"

### SCOPE OF WORK

The CONSULTANT will provide COUNTY with the following additional services for the South Campus Buildings A&B Maintenance Project, PW 21-37:

- Additional Design and Engineering Services
  - Architectural and Structural services for the additional work to provide structural calculations and details to remove and replace the roof screen - \$5,300.
  - Architectural, Mechanical, Electrical, and Plumbing services for the additional work to provide temporary heating and cooling plan for the HVAC replacement work - \$3,380.
  - Architectural and Mechanical services for the additional work to verify existing layout to provide calculations for the revised airflow requirement for the spaces with recommendations for the units. Include up to 3 site visits and responses to the contractor's Request for Information (RFI) - \$8,000.
  - An allowance for mock-up services during construction to verify installation of new materials to plans and specifications - \$8,360.

#### **Compensation:**

CONSULTANT shall be compensated for a not-to-exceed fee of \$25,040 for the additional services, above.

CONSULTANT shall be compensated for the total services for a new not-to-exceed amount of \$443,360.