

**AMENDMENT NO. 2 OF
NAPA COUNTY AGREEMENT NO. 240326B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 (“Amendment No. 2”) of **NAPA COUNTY AGREEMENT NO. 240326B** is made and entered into as of this 3rd day, of December 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and TLCD ARCHITECTURE, a California corporation, whose business address is 520 Third Street #250, Santa Rosa, CA, 95401, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on April 23, 2024, COUNTY entered into Napa County Agreement No. 240326B (“Agreement”) with CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, for specialized architectural and engineering services for a feasibility study through construction administration for improvements to expand the COUNTY’s Crisis Stabilization Unit at South Campus Building B (“Project”); and

WHEREAS, the parties now desire to amend the Agreement to revise the scope of work for the Project and to increase the compensation accordingly.

TERMS

NOW, THEREFORE, COUNTY, acting through its Board of Supervisors, and CONTRACTOR hereby amend the Agreement as follows:

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

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” attached to this Agreement as originally approved, incorporated by reference herein, those additional services set forth in Exhibit “A-1,” attached to Amendment No. 1 of the Agreement, and on and after the date first above written, those additional services set forth in Exhibit “A-2” and in accordance with Attachment A-2, attached to this Amendment No. 2, said Exhibits being incorporated herein by this reference.

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

Compensation.

Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **SIX HUNDRED TWO THOUSAND THREE HUNDRED FIFTY-SIX and 00/100 DOLLARS (\$602,356.00)** for professional services; 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. Electronic Signatures. This Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 2 and shall have the same force and effect as a manually executed original.
4. This Amendment No. 2 shall be effective as of the date first written above.
5. Except as provided in paragraphs 1 through 4, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 of Napa County Agreement No. 240326B as of the date first above written.

TLCD ARCHITECTURE, a California Corporation

By  _____
JASON BRABO, AIA C29362
Principal/President

By  _____
STACEY WALKER, NCIDQ
Principal/Vice President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>November 6, 2024</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-2

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

CONTRACTOR shall provide COUNTY with the following services (see "Proposal for Architectural & Engineering Services" for summary of each task):

- Phase I: Planning & Pre-Development
 - o Feasibility Study

- Phase II: Design Development
 - o Schematic Design
 - o Design Development

- Phase III: Shovel Ready
 - o Construction Documents
 - o Agency Approval
 - o Bid and Award

- Phase IV: Construction
 - o Construction Administration

CONTRACTOR shall comply with all related terms and conditions of the attached hereto and incorporated herein as Attachment "A-2."

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

DATE: 10/17/2024

AMENDMENT NO. 02

TO: DANIEL BASORE

OWNER: NAPA COUNTY

PROJECT: CSU EXPANSION

PROJECT NO. 22115

**CONTRACT
AMENDMENT**

The following revisions shall be made part of the previously signed Agreement for Architectural Services between Napa County and TLCD Architecture, dated April 23, 2024.

Item No. 1:

- A. The expanded Feasibility Study revealed that modifications to the existing Crisis Stabilization Unit to arrange a 'central core' of staff and support spaces would yield a superior support model without redundancy across the individual programs in both square footage and ease of staffing and management. The project overall square footage has increased from approximately 3,000sf to approximately 6,865sf. The additional square footage will require a range of analysis and construction to ensure that the existing conditions, especially status of anti-ligature solutions comply with new identified use. The added scope of this work includes:
 - a. Review and analysis of as built and existing conditions outside of initial project footprint.
 - b. Additional scope design and coordination through all phases of design and construction.
 - c. Addition of Structural Engineer for the Schematic Design through Construction Administration.
 - d. Expanded scope to review and provide either new or reuse furniture solutions for full CSU program space.
 - e. Expanded scope to upgrade the security video storage to meet CPRA retention requirements.
 - f. Design team and consultant coordination.

Following is a breakdown of TLCD fees:

• TLCD Architecture	\$33,800
• ZFA Structural Engineers	\$42,000
• Costa Engineers Inc.	\$12,000
• O'Mahony & Myer Engineering	\$4,000
• Guidepost Solutions LLC	\$10,050
• Facilities By Design	\$14,320
• <u>Cumming Group</u>	<u>\$5,500</u>
Total	\$121,670

The total additional fee shall increase the current fees of \$480,686 to \$602,356. In witness whereof, the parties hereto have executed this Amendment on the day and year first written above.

SIGNATURE BLOCK INCLUDED IN THE DOCUMENT ISSUED BY CONTRACTOR HAS BEEN INTENTIONALLY OMITTED FROM THIS ATTACHMENT; PARTIES ARE TO INDICATE THEIR AGREEMENT TO THESE ADDITIONAL SERVICES BY SIGNING ON PAGE 3, ABOVE.