

AMENDMENT NO. 3
OF
NAPA COUNTY AGREEMENT NO. 200212B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 of NAPA COUNTY AGREEMENT NO. 200212B is made and entered into as of this ___ day of September, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and VANIR CONSTRUCTION MANAGEMENT, INC. a California corporation, whose mailing address is 4540 Duckhorn Drive, Suite 300, Sacramento, CA 95834, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 200212B with CONTRACTOR on December 17, 2019 (the “Agreement”) to obtain specialized services, as authorized by Government Code section 31000, in order to provide inspection/construction management and associated services for the Napa County Replacement Jail Project hereinafter referred to as “Project”; and

WHEREAS, on December 14, 2021, the parties executed Amendment No. 1 to the Agreement to account for additional pre-construction management services needed to complete the pre-construction tasks such as additional plan check reviews, design and construction documents coordination, and utility coordination due to higher project complexity than originally anticipated and extended regulatory agency reviews; and

WHEREAS, on December 13, 2022, the parties executed Amendment No. 2 to the Agreement to add full construction management services for on-site utilities, traffic signals, bike path and pedestrian bridge, and construction of main jail facility including all work related to occupy facility; and

WHEREAS, although the Agreement expired on June 30, 2025, work has continued and the Agreement needs to be extended to complete the final occupancy stage and render the facility operational; and

WHEREAS, the parties desire amend the Agreement to extend the term of the Agreement to December 31, 2025 to allow sufficient time to complete the scope of services to make the facility operational;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

TERMS

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

1. Term of the Agreement. The term of this Agreement shall commence on December 17, 2019, and shall expire on December 31, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. This Amendment No. 3 represents all the changes to the Agreement agreed to by COUNTY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 3 shall remain in full force and effect.


3. This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

4. This Amendment No. 3 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. 3 and shall have the same force and effect as a manually executed original.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by the COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer.

VANIR CONSTRUCTION MANAGEMENT, INC.

By  _____
JERRY AVALOS, President

By  _____
SAM LEE, Director of Finance

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>August 31, 2025</u> PL Doc. No. 137957</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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