

**AMENDMENT NO. 4 OF
NAPA COUNTY AGREEMENT NO. 240326B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 (“Amendment No. 4”) **of NAPA COUNTY AGREEMENT NO. 240326B** is made and entered into as of this 10th day, of February 2026, 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, on September 10, 2024, the parties entered into Amendment No. 1 of the Agreement to revise the scope of work for the Project and to increase the compensation accordingly; and

WHEREAS, on December 3, 2024, the parties entered into Amendment No. 2 of the Agreement to revise the scope of work for the Project and to increase the compensation accordingly; and

WHEREAS, on June 17, 2025, the parties entered into Amendment No. 3 of the Agreement to revise the scope of work for the Project and to increase the compensation accordingly, although the total contract amount remained unchanged; and

WHEREAS, the parties now desire to amend the Agreement to increase construction administration 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, Exhibit “A-2,” attached to Amendment No. 2 of the Agreement, Exhibit “A-3,” attached to Amendment No. 3 of the Agreement, and on and after the date

first above written, those additional services set forth in Exhibit “A-4” and in accordance with Attachment “A-4,” attached to this Amendment No. 4, 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 SEVENTY-ONE THOUSAND FIVE HUNDRED SEVENTY-SIX AND 00/100 DOLLARS (\$671, 576.00).**

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


IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 of Napa County Agreement No. 240326B as of the date first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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 _____
AMBER MANFREE, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>January 26, 2026</u></p> <p>[Doc No. 13115818]</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--

EXHIBIT A-4

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 IV: Construction
- o Construction Administration

CONTRACTOR shall comply with all related terms and conditions of the attached hereto and incorporated herein as Attachment "A-4."

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.

ATTACHMENT A-4

TLCDARCHITECTURE

520 Third St. #250
Santa Rosa, CA 95401
o: 707.525.5600
f: 707.525.5616
tlcd.com

DATE: 12/08/2025

AMENDMENT NO. 04

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 original Contract estimated a 24-week duration for Construction Administration. Based on the actual construction start date of 9/8/2025 and the projected Owner turnover date of 8/1/2026, the construction period has increased by approximately 23 weeks, for a total duration of 47 weeks. The total Construction Administration fee has therefore been recalculated by applying the original weekly rate to the extended duration.

Following is a breakdown of fees:

- TLCD Architecture \$69,220

The total additional fee shall increase from the current fees of \$602,356 to \$671,576. 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.