

**AMENDMENT NO. 3
TO
NAPA COUNTY AGREEMENT NO. 190062B

PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 to NAPA COUNTY AGREEMENT NO. 190062B 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 LIONAKIS, a California corporation, whose mailing address 101 Montgomery Street, Suite 500, San Francisco, CA 94104, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 190062B with CONTRACTOR on July 31, 2018 (“Agreement”) to obtain specialized services, as authorized by Government Code section 31000, in order in to provide architectural/engineering and associated services for the Napa County Replacement Jail Project hereinafter referred to as “Project”; and

WHEREAS, on August 8, 2023, the parties executed Amendment No. 1 to extend the term of the Agreement to June 30, 2026, to allow sufficient time to complete the scope of services; and

WHEREAS, on December 19, 2023, the parties executed Amendment No. 2 to include additional scope necessary for the timely completion of the project; and

WHEREAS, COUNTY requested additional services to implement Project changes based on operational needs, and for support during operational performance testing, issue resolution, and resulting modifications to achieve substantial completion of the Project; and

WHEREAS, the parties desire to amend the contract to memorialize the additional services and compensation of \$139,946.00;

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 2 of the Agreement is amended to read in full as follows:
2. **Scope of Services.**
 - (a) CONTRACTOR shall provide COUNTY those services originally set forth in Exhibit “A,” and those services set forth in Exhibits “A-1” and “A-3” attached hereto.

(b) CONTRACTOR shall perform all services set forth in Exhibit "A" in accordance with the project schedule ("Project Schedule") that shall be developed by CONTRACTOR within sixty (60) days of the execution of this Agreement and provided to COUNTY's Director of Public Works for approval. The Project Schedule shall include estimated timelines and completion dates for each of the deliverables referenced in Exhibit "A" project phases described in Exhibit "B" and other anticipated impacts on the schedule, including any review and approval required by any agency of the State of California. CONTRACTOR shall perform all services set forth in Exhibits "A-1" and "A-3" in accordance with a schedule that will not unreasonably delay the ongoing construction of the project.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price originally set forth in Exhibit "B" for the scope of services in Exhibit "A"; at the fixed price set forth in Exhibit "B-1" for the scope of services in Exhibit "A-1"; and at the fixed price of One Hundred Thirty Nine Thousand, Nine Hundred and Forty-Six Dollars (\$139,946.00) for the scope of services in Exhibit "A-3"; attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Ten Million Two Hundred Eighteen Thousand Five Hundred and Twenty-One Dollars (\$10,218,521.00).

3. 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.

4. 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.

[remainder of page intentionally blank]

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

LIONAKIS

By  _____
ANDREW DEEBLE, CFO

By  _____
MIKE DAVEY, PRINCIPAL

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of the Board of
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>September 1, 2025</u> PL Doc. No. 137962</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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EXHIBIT A-3
SCOPE OF SERVICES

I. Description of Additional Services

CONTRACTOR shall provide the additional services set forth in CONTRACTOR's "Additional Services Fee Proposal (R-4)" dated June 26, 2025, which is hereby incorporated herein by reference.

June 26, 2025

Juan Arias
Napa County Public Works
1195 Third Street, Room 100
Napa CA 94559

**Re: Additional Services Fee Proposal (R-4) for
CA Services for additional Architectural, Security Electronics, Civil, Electrical, Signage, Radio and
AV documentation
New Napa County Jail Facility
SB844 & SB863 Adult Local Criminal Justice Facilities Construction Financing Program**

Dear Juan:

Lionakis is pleased to provide you with this additional services fee proposal for Architectural, Civil Engineering, Audio Visual, Radio, Signage and Security Electronics services for the Jail project during construction. This requires additional engineering and documentation for owner directed modifications. This includes Lionakis and several of our consultants as noted in scope below.

DESCRIPTION OF SCOPE, SERVICES & DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)

These basic services will coincide with those of the Napa County Standard Agreement.

Following is a description of the changes made to the documents on the Jail package.

1. Service dock changes requested by the County:
 - a. Produce, and administer, ASI documentation reflecting the new loading dock height changes by the County.
 - b. This work includes project team meetings to review alternate designs options, revise the grading and utility plans, and additional site visits to observe construction progress.
2. Additional security electronics scope of work by AVS:
 - a. **UPS Issue:** Contractor did not submit and obtain approved shop drawings demonstrating a coordinated and acceptable design prior to any work being performed. The UPS contractor did not provide requirements to electrical contractor prior to installation of under slab pathways or submit shop drawings prior to installation of the concrete slabs. Remedial action by all parties has been required to remedy the UPS system design and installation. Meetings and new documentation have been required.
 - b. **GUI Graphics Development:** A detailed graphics development process by the SE Integrator is specified to create custom Graphic User Interface (GUI) graphics specifically for this project to meet Owner's requirements. Contractor failed to follow the contract and submitted unacceptable complete graphics submission package without any graphic development with the Owner. In addition, the submittal was made several months later than the GUI development process should have been started and contractor was unable to provide acceptable graphics designers. AVS has had to review and reject numerous graphic submittals and had to step in to provide sample graphics for subcontractor to follow. AVS performed the graphics development process in place of the contractor's inability to perform. Our team have provided extensive additional hours and expenses to carry the project forward.

- c. **Visiting Handsets and Inmate Telephones:** Provide design to incorporate Securus visiting handsets into the visiting booth stations and controlled by visiting staff station. The Securus System was selected by the county to replace the previously approved system in the contract documents. The installed wiring for the inmate phones was not provided to accommodate the county selected Securus system and remedial design is required to control the phones on and off from the custody staff station. This will need to be redesigned to interface with the CML provided control panel and circuit switching.
- d. **Additional GUI Development Workshop:** This is for additional GUI work not allocated in prior add service scope (Prior quote/add was for GUI work during month of July). The County requested AVS to attend a 2-day workshop in August '24 with other GUI development throughout the month. This includes travel, per diem, and lodging as part of this added scope.
- e. **Continuous Operational Test Support:** As requested by the County, our consultant AVS to provide support and attend a portion of the COT. Contract specifications note a 15-day Continuous Operational Test (COT) by the Security Electronics Integrator for all the systems controlled, or monitored, by the Division 28 subcontractor (robust commission). AVS will work with County Transition Team to develop and perform testing procedures and scenarios that exercise the systems under test to simulate actual operational working conditions throughout the facility. In addition, will review and respond to questions and issues that will arise during the COT of which the Division 28 Engineer of Record would be best qualified to answer. This additional service will provide responses to issues at any time during the COT whether present on site or not.
 - i. Provide input, suggestions, and review procedures and scenarios with Transition Team and Cx Team (remote support)
 - ii. Attend on-site testing and review of the systems during the COT. Respond to questions from the Transition Team or Cx Team. On-site testing includes one coordination after dark outage test. Review and respond to questions from Transition Team while not on-site during COT.
 - iii. Provide a written recommendation of acceptance (or not) of the COT to include any systems or devices that will require correction or further testing.
- f. **Support Retesting and Back-Check Support:** This added scope was to accommodate the County's request to have AVS return to site to confirm/backcheck all of the identified punch-list items operational and to retest all systems and devices that were not ready for a Final Performance Test. In addition, AVS has been attending on-site commissioning meetings to assist in the planning for COT.
 - i. Consultant was requested to perform Final Performance Testing in February '25. All systems were not ready for testing and a punch-list of items not working was created and submitted in final test report. AVS has been to site on numerous occasions to support trouble shooting, retesting, and commissioning.
 - ii. Consultant will back check all items noted as deficiencies and witness testing of all items that were previously identified. Sign-off on all added testing a provide report.
 - iii. As the County is aware, there has been several occasions where the security electronics equipment has not been functioning as designed and witness to a system-wide failure. This has caused several additional days for support.
- g. **Added COT and Performance Testing:** As you are aware, the security electronics had several outstanding difficulties. This added scope was to accommodate the County's request to have AVS return to site to confirm all the operational and to retest all systems and devices that were not ready for a Final Performance Test. In addition, AVS has been attending on-site commissioning meetings to assist in the planning for COT. AVS returned to the site on Apr. 6 to assist the Transition Team with addressing all the issues it was experiencing with the security system during the COT. On April 6 it was discovered that only one duress alarm in the entire

facility had the correct camera call-up programmed along with many camera call-ups still not working. On April 7, the County determined that the Video System Failed to operate as intended and stopped the COT as specified. The contractor began making corrections and testing, which required two weeks to perform. The contractor notified the County that Performance Re-Test could begin on Apr. 23.

- i. **April 23 – 24, 2025: Performance Test 2:** 100% Performance Test was conducted by AVS and Transition Team on April 23, 24, & 25, 2025. The specified quality control checklist listing each device was first presented on April 21, it was required before any testing occurred. Total System Failure occurred Apr 24 during PLC A/B transfer test. Performance Test Stopped.
- ii. **April 29 – 30, 2025: Performance Test 3:** 100% Performance Test was conducted by AVS and Transition Team on Apr. 29, 28, & 30. The Performance Test was completed and found acceptable; COT was allowed to proceed on May 6.
- iii. **May 6 - 20: Continuous Operational Test 2:** COT 2 started on May 6, AVS assisted on-site for the first 3 days of the COT. Transition Team conducted testing, AVS provided daily Security System Reports, remotely. The contractor had attempted to make corrections during the COT and experienced a critical VSS failure on Day 15. COT halted.
- iv. **June 9 - 23: Continuous Operational Test 3:** This COT was started on June 9 after the contractor made changes and corrections to address the VSS failure. 100% Performance Test was conducted by Transition Team on Day 1 & 2 of the COT. Minor issues found and corrected by CML. AVS was on-site Days 4 & 5, 11 & 12. See AVS Field Observation Reports for daily COT status. Disposition: Test Completed on June 23.

3. Revisions to Staff Station in Lobby and Booking Stations:

- a. Per County's request, fully enclose the Lobby staff station from public. This staff station's primary role is for visitation scheduling/interaction and clearly service providers that may be entering the secure side of the facility. Redesign casework and incorporate ballistic panels, provide ballistic rated glazing in aluminum extrusions/framing with door and hardware, and incorporate deal trays and speaking devices.
- b. Provide a glazed barrier at the individual staff booking stations in Intake area. This shall include glazing, standoffs, clips, aluminum channels, etc. to create a 6' high barrier.

4. AV Modifications at Staff Stations:

- a. Per county request, provide design services to incorporate additional TV control touch screen panel for detainees to control the TV's while keeping the staff touch panel behind the counter within the dayrooms. This occurs at each dayroom.

5. Provide added receptacles at Staff Lockers:

- a. To accommodate requested power at 10 additional staff lockers, engineering to add receptacles to plans, circuit, and revise panel schedule.

6. Revise EV Charging Stations during Construction:

- a. Revise site plan to show (1) single port and (11) dual port additional Level 2 EV chargers to be provided and installed in lieu of only showing provisions for future.
- b. Revise site plan to show circuits, conductors, and communication cables for the new added EV chargers.
- c. Revise panel schedules to illustrate circuit breakers for the new EV chargers.

7. Onsite Signage review:
 - a. Provide additional construction support for signage, Owner directed changes, and added site trip.
8. Radio:
 - a. Additional time required to accommodate multiple submittals, assistance with providing technical support to subcontractor, and research with manufacture for changes in equipment required to correct/support subcontractor's installation.
9. Heating Boilers and Pumps and Cell night lights on Emergency Power:
 - a. Per county request, provide the hydronic hot water heating boilers to be on emergency power. This requires providing a large new breaker fed from another subpanel in area C electrical room to the Maintenance Building. The EML panel will be fed via this new panel and breaker that is on emergency power.
 - b. While observing light levels during simulation of power loss and facility on generator power, it was noted that while there is abundant lighting in Dayrooms, the cells are just too dark to observe inmates. Although we had several discussions during design regarding equipment, power, and lighting on emergency power, the borrowed light from Dayrooms through the narrow-glazed panels is not going to meet operational concerns. Provide recircuiting of the night light function within the light fixtures to adjacent emergency power panels.

CLARIFICATIONS

Lionakis' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above, they are not considered part of this agreement. Lionakis shall have no other obligations, responsibilities, or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

1. We will utilize the following consultants for this additional scope:

Architect:	Lionakis
Civil Engineering:	RSA+
Security Electronics:	AVS
Audio Visual:	BrookTrout
Electrical Engineering:	LP Consulting
Radio	CSI

COMPENSATION INFORMATION

1. We propose to perform these services and provide the deliverables in conjunction with the information and scope of work described above for a phased fixed fee as presented below:

Additional Services	
Construction Administration Services:	\$139,946.00
Direct Expenses included:	
Total Additional Services Amount:	\$139,946.00

2. Reimbursable Expenses are included in compensation above for Basic Services.

Mr. Juan Arias
Additional Design Services
New Napa County Jail Facility
June 26, 2025
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We genuinely appreciate the opportunity to provide this proposal for additional services for the project and are looking forward to working with you. Please do not hesitate to contact me or Mike Davey if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Maynard Feist', with a stylized flourish at the end.

Maynard Feist, AIA
Principal