

**AMENDMENT NO. 1 OF
NAPA COUNTY AGREEMENT NO. 260188B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **of NAPA COUNTY AGREEMENT NO. 260188B** is made and entered into as of this 16th day, of June 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 “CONSULTANT.”

RECITALS

WHEREAS, on October 21, 2026, COUNTY entered into Napa County Agreement No. 260188B (the “Agreement”) with CONSULTANT to obtain specialized services, as authorized by Government Code section 31000, to provide architectural and engineering services to evaluate, provide recommendations, and provide design services to remodel the Planning, Building, and Environmental Services (PBES) Department on the 2nd floor of the County’s Administration Building; 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 CONSULTANT hereby amend the Agreement as follows:

1. Paragraph 1.1 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 this Agreement as originally approved, incorporated by reference herein, 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. 1, said exhibits being incorporated herein by this reference.

2. Paragraph 1.2 of the Agreement is amended to read in full as follows:

Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit “A” as originally approved, and on and after the date first above written, the revised schedule set forth in Exhibit “A-2.” Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit “A” as originally approved, and on and after the date first above written, the revised schedule set forth in Exhibit “A-2.”

3. Paragraph 3.1.1 of the Agreement is amended to read in full as follows:

Rates. County shall pay Consultant the fixed price of Three Hundred Twenty-Four Thousand Five Hundred Fifty-Two Dollars (\$324,552).

4. Paragraph 3.1.3 of the Agreement is amended to read in full as follows:

Maximum Amount. Notwithstanding subparagraphs 3.1.1 and 3.1.2 or any other provision of this Agreement, the maximum payments under this Agreement shall be **THREE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED FIFTY-TWO and 00/100 DOLLARS (\$324,552.00)** 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.

5. As of the effective date of this Amendment, Exhibit “A” of the Agreement is replaced in full by Exhibit A-2, attached hereto and incorporated herein to reflect the changes in the Scope of Work.

6. As of the effective date of this Amendment, Attachment “A.1” of Exhibit “A” is replaced in full by Attachment “A.2,” attached hereto and incorporated into Exhibit A-2 of this Amendment No. 1.

7. **Electronic Signatures.** This Amendment No. 1 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. 1 and shall have the same force and effect as a manually executed original.

8. This Amendment No. 1 shall be effective as of the date first written above.


9. Except as provided in paragraphs 1 through 8, 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 CONSULTANT have executed this Amendment No. 1 of Napa County Agreement No. 260188B 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

“CONSULTANT”

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>June 3, 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>
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EXHIBIT A-2

SCOPE OF SERVICES

I. Description of Goods and/or Services

CONSULTANT shall provide architectural and engineering services to COUNTY for the PBES Remodel Project in accordance with CONSULTANT’s proposal dated May 26, 2026, attached as “Attachment A.2.”

A. All professional services work shall commence within three (3) weeks after the Agreement has been executed by the parties. All professional services work as stated in Amendment No. 1 to the Agreement shall commence on the effective date of Amendment No. 1.

B. References in Attachment A.2 to “TLCD,” “our,” “we,” or “TLCD and Engineering team” shall mean “Consultant.”

C. References in Attachment A.2 to “you,” “PBES team,” or “OWNER” shall mean “County.”

II. Schedule

CONSULTANT shall perform the Scope of Services in accordance with this schedule:

Task or Milestone	Duration
Construction Document Phase	10 weeks
Bid Phase	8 weeks
Construction Administration Phase	16 weeks

ATTACHMENT A.2

May 21, 2026

TLCDARCHITECTURE

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

tlcd.com

Estrella Munoz
Department of Public Works
County of Napa
1195 Third Street, Suite 101
Napa, CA 94559

Dear Estrella,

TLCD Architecture is pleased to present you with the proposal for architectural and engineering services for Design Development through Construction Administration of the interior improvements for the Planning, Building and Environmental Services (PBES) suite in the Napa County Administration Building at 1195 Third Street. The proposal includes structural, architectural, interior design, furniture selection and specification, mechanical, electrical, low voltage, lighting, fire alarm system, energy analysis, specifications and cost estimating services for modifications on the 2nd floor; scope is based on the executed Enhanced Schematic Design deliverables and confirmation of scope from the client team per email on 3/27/2026 and subsequent email regarding confirmation of construction strategy on 4/23/2026.

Our proposed scope of services and fees is described as follows:

Project Description

1. Remodel of Admin Area including Plans Hallway
2. Alteration of existing Copy Area
3. West side furniture
4. Creation of private offices
5. Remove Office 218 to make room for open office furniture
6. New Conference Rooms
7. Relite to match existing doors at existing offices
8. Paint entire floor where construction occurs

The project areas that have been eliminated from the Schematic Design set are the following:

1. Breakroom casework, flooring, furniture, scientific specimen refrigerator
2. Office 221 removal and conversion into a Lounge

TLCD and Engineering team scope anticipates providing a single set of documents. The project documents will not be phased. The scope for the new finishes will utilize material selections made within the 2023 project except for new paint selections.

TLCD will provide furniture plan and bid specifications to be included in the project documents for the bidding Contractors.

TLCD will also provide architectural project management for the duration of the project.

Scope of Work

See attached Scope of Services

Consultants

TLCD will provide project management, interior design, and architectural design services. Structural, Mechanical, and Electrical Engineering, T24 and CALGreen, Cost Estimating and Specifications are included in this proposal and will be provided by the following consultants:

- ZFA Structural Engineering
- R & A Engineering Solutions Inc., Mechanical Engineering
- O'Mahony & Myer, Electrical and Low Voltage Engineering, Lighting Design and Fire Alarm
- Cumming Group, Cost Estimating
- Energy Analytica
- John Raeber

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2 of 2Fee Proposal:

See attached Fee Matrix

In addition, we will bill customary reimbursable expenses at 1.1 times actual cost. Thank you for this opportunity to assist you with this project.

Sincerely,
TLCD Architecture



Stacey Walker, NCIDQ, IIDA, LEED AP
Principal

Attachments: Amendment 01
 Scope of Services
 Fee Projections spreadsheet
 Consultant Proposals

DATE: 5/26/2026

AMENDMENT NO. 01

TO: ESTRELLA MUNOZ

OWNER: NAPA COUNTY

PROJECT: PBES TENANT IMPROVEMENT PROJECT NO. 20250059

CONTRACT AMENDMENT

The following revisions shall be made part of the previously signed Agreement for Architectural Services between Napa County and TLCD Architecture, dated October 21, 2025.

Item No. 1:

- A. See the Cover Letter and Scope of Services Document for Inclusions, Exclusions and Assumptions.

Item No. 2:

- A. The contract currently includes an unused Contingency total of \$14,500 that was unused during the SD Phase. We propose shifting these dollars to cover the CD fees requested in the Fee Matrix and totaled below.

Following is a breakdown of fees:

• TLCD Architecture	\$122,000
o Furniture	\$17,000
• ZFA Structural Engineers	\$ 10,000
• R & A Engineering Inc.	\$ 11,000
• O'Mahony & Myer Engineering	\$ 36,500
• Energy Analytica	\$ 4,116
• Cumming Group	\$ 9,545
• <u>John Rabear</u>	<u>\$ 3,750</u>
SubTotal	\$213,911

The total fees shall increase from the current fees of \$110,641.00 to \$324,552.00. In witness whereof, the parties hereto have executed this Amendment on the day and year first written above.

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

SCOPE OF SERVICES

Construction Document Phase (10 weeks)

Upon authorization to proceed with Construction Documents and receipt of a complete and approved set of Design Development Documents and any adjustments in the scope, quality, schedule or construction budget authorized by OWNER, TLCD shall prepare Construction Documents setting forth, in detail, the applicable requirements for the construction of the Project.

Services provided by TLCD:

1. Finalize building code analysis
2. Finalize architectural building floor plans, wall sections, interior elevations and reflected ceiling plans, details and schedules.
3. Review single cohesive finish palette of previously selected materials for approval by OWNER.
4. Coordination with consultant team.
 - a. Structural review of details.
 - b. Mechanical, Electrical/Low Voltage plans, details, and specifications.
 - c. Construction Cost Estimating.
 - d. CALGreen and Title 24 analysis
5. Assemble Project Manual.
6. Finalize code analysis.
7. Complete furniture plan, and bid specification documentation.
8. Issue Construction Documents to TLCD's consultants and OWNER for review and coordination.
9. Issue Construction Documents to Cost Estimator for completion of cost estimate.
10. Review Cost Estimate for completeness and issue to OWNER for review and direction for minor revisions (less than 5%) to align with established budget.
11. Issue Construction Documents to the OWNER for submittal, by the OWNER, to the County for plan check and permits.
12. Issue the Construction Documents to the OWNER for bidding.
13. Attend up to four (4) meetings.
 - a. Up to two(2) in-person meetings assumed.
14. Prepare and issue meeting minutes.

Materials provided by the OWNER and their consultants:

1. Equipment list with cut sheets.
2. Divisions 00 and 01 prepared/provided by OWNER including Bid requirements for Alternate Night Work or Quiet Hours/Days.

Plan Check/Permit Phase

During the plan check/permit phase of the Project, TLCD will assist OWNER in connection with OWNER's responsibility for filing documents required for the approval of the County.

Services Provided by TLCD:

1. Submit Construction Documents to OWNER for submittal to the building department for plan check.
2. Assist OWNER during plan check/permit process and review and take appropriate action upon plan check comments received from the County.

TLCD shall be entitled to Additional Services compensation for revisions to the Construction Documents as may be required by the enactment, interpretation or revision of codes, laws or regulations subsequent to the preparation of the Construction Documents.

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Bid Phase (8 weeks)

During the bid phase of the Project, TLCD will assist OWNER in responding to bidding contractors through site walk, and written response for the OWNER to distribute to bidding contractors according to the applicable requirements of the Public Contract code.

Services Provided by TLCD:

1. Assist with coordination of bid documents for OWNER distribution.
2. Attend no more than two (2) Site Walks with Contractors.
3. Review construction bid questions and provide responses.
4. Review furniture bid questions and provide responses.
5. Prepare Addendums as required.

Construction Administration Phase (16 weeks)

Construction Administration services vary by project and your preferred level of our involvement. As such, it is expected that we will work together to confirm the scope of these services, which may include:

Services Provided by TLCD:

1. Attend weekly OAC meetings where Contractor is responsible for meeting minutes during the estimated four (4) month construction schedule. A maximum of six (6) site visits during course of construction, all others will be attended via conference call.
2. Prepare and issue bulletins and clarifications.
3. Review and take appropriate action on requests for information, and shop drawings, product data and samples required of the OWNER by the Construction Contract.
4. During the Construction Administration Phase, conduct the site visits (quantified in Item 1 above) to become generally familiar with the progress and quality of the Work, determine whether the Work is being performed in a manner indicating it will, when completed, conform to the Construction Documents, and evaluate the status of the

Work for purposes of determining the dates of Substantial Completion and final completion.

5. On the basis of on-site observations, TLCD shall keep OWNER informed of the progress of the Work.
6. Prepare and issue field reports documenting observations.
7. Based on our observations and evaluations of the Contractor's Applications for Payment, review and advise you of the amounts due the Contractor.
8. Review Contractor's Applications for Payment.
9. Assist OWNER in evaluating Change Orders and Construction Change Directives for execution in accordance with the Contract Documents and, if necessary, authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, which are not inconsistent with the intent of the Contract Documents.
10. Review Contractor's punch list upon completion of the Project.
11. Document punch list in one site visit (quantified in Item 1 above) with verification of completed work to be submitted by Contractor with photos.
12. Review delivered furniture to ensure all items arrived as expected at the same visit as a furniture punch walk with the dealer and OWNER present. Dealer will document all punch list items and address action steps.
13. Receive, review and forward to OWNER for OWNER review and record, written warranties and related documents required by the Contract Documents and assembled by the Contractor.
14. Prepare and issue a final Certificate for Payment upon verification of the Project close-out requirements of the Contract Documents.
15. Close out of the Project.

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Exclusions

The Additional Services listed below are not a part of Basic Services but may be provided upon written request of the OWNER and shall be invoiced at TLCD's hourly rates:

1. Color renderings (estimate between \$1,500 - \$2,500 ea.)
2. Services related to artwork selection, placement and procurement.
3. Conformed Construction Documents.
4. As-Designed Record Drawings.
5. LEED Certification.
6. Building commissioning.
7. Signage other than that required by code.
8. Divisions 00 and 01 of the Project Manual.
9. Detailed site verification
 - a. Assumed reliable record drawings, building and site documentation is available for this purpose.

10. Services necessitated by a change in the initial information, previous instructions or approvals given by OWNER in previously executed design phase, or a material change in the Project including, but not limited to, size, quality, complexity, schedule or budget for Cost of the Work, or procurement or delivery method.
11. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations.
12. Services necessitated by decisions of OWNER not rendered in a timely manner or any other failure of performance on the part of OWNER or their consultants or contractors.
13. Preparation for and attendance at a dispute resolution proceeding or legal proceeding, except where TLCD is party thereto.

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END OF SCOPE OF SERVICES