

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 250299B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (“Amendment No. 1”) of NAPA COUNTY AGREEMENT NO. 250299B is made and entered into as of this 23rd day of September 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Nacht & Lewis Architects, Inc., a California corporation, whose business address is 600 Q Street, Suite 100, Sacramento, CA 95811 hereinafter referred to as “CONSULTANT.”

RECITALS

WHEREAS, on February 4, 2025, COUNTY entered into Napa County Agreement No. 250299B with CONSULTANT (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide preliminary construction documents and support services at the Juvenile Justice Center for the JJC Building Maintenance Project, PW 25-12 (“Project”); and

WHEREAS, COUNTY and CONSULTANT now desire to amend the Agreement to increase the scope and compensation in order to provide construction documents, bidding assistance, and construction support services for the Project.

TERMS

NOW, THEREFORE, COUNTY and CONSULTANT hereby amend the Agreement as follows:

1. Article I, subparagraph 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 the Agreement, as originally approved and is incorporated by reference herein, and those additional services set forth in Exhibit "A-1" attached to Amendment No. 1 of the Agreement. Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. Article II, subparagraph 2.1., of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of the Agreement. This Agreement shall expire one year after completion of the scope of services as stated in Exhibit A-1, unless terminated earlier in accordance with this Article.

3. Article III, subparagraph 3.1.1., of the Agreement is amended to read in full as follows:

Rates. COUNTY shall pay CONSULTANT at the fixed price of FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED THIRTY DOLLARS (\$439,630).

4. Article III, subparagraph 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 **FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED THIRTY AND 00/100 DOLLARS (\$439,630)**; 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. 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 CONSULTANT have executed this Amendment No. 1 to Napa County Agreement No. 250299B as of the date first above written.

NACHT & LEWIS ARCHITECTS, Inc.

By 

LORENZO LOPEZ, Principal

By 

MIKE PARROTT, President

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, 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>September 9, 2025</u></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-1"

SCOPE OF WORK

The CONSULTANT will provide COUNTY with the following additional services for the JJC Building Maintenance Project, PW 25-12:

I. Construction Documents and Support Services

- K. Submit Construction Documents:
 - a. Provide code analysis and path of travel requirements for the area of work
 - b. Provide demolition plan(s)
 - c. Provide floor plan(s)
 - d. Provide roof plan(s)
 - e. Provide exterior elevations to indicate locations for coatings.
 - f. Provide roofing details
 - g. Provide mechanical drawings for roof-top equipment replacement.
 - h. Provide electrical drawings
 - i. Provide applicable division 2-26 specifications. Review division 0 and 1 sections.
- L. Develop construction document level cost estimate
- M. Meet with County to discuss comments
- N. Finalize Construction Documents
- O. Attend pre-bid conference
- P. Respond to bidder's questions
- Q. Develop technical addenda
- R. Attend pre-construction conference
- S. Review and respond to contractor RFIs
- T. Review contractor submittals
- U. Provide 5 site visits to review progress of construction for conformance to the design intent
- V. ABB to provide up to 8 site visits to review progress of construction for conformance to the design intent
- W. Review contractor's punch list

II. Schedule

Services shall be completed 51 weeks from the Effective Date of this amendment based on the below estimated task durations.

Task or Milestone	Duration
Construction Documents	12 Weeks
Bidding	13 Weeks
Construction	26 Weeks

Compensation:

CONSULTANT shall be compensated for a fixed fee of \$252,200 plus an additional fifteen percent (15%) design contingency, for a total Amendment amount of \$290,030 for the additional services stated above.

CONSULTANT shall be compensated at the rates set forth above for the additional services for a new total amount not to exceed of \$439,630.