

**AMENDMENT NO. 3 OF  
NAPA COUNTY AGREEMENT NO. 240326B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3** (“Amendment No. 3”) **of NAPA COUNTY AGREEMENT NO. 240326B** is made and entered into as of this 24th day, of June 2025, 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**, the parties now desire to amend the Agreement to revise the scope of work for the Project and to increase the compensation accordingly, although the total contract amount remains unchanged.

**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, and on and after the date first above written, those additional services set forth in Exhibit “A-3” and in accordance with Attachment A-3, attached to this Amendment No. 3, said exhibits being incorporated herein by this reference.


2. **Electronic Signatures.** 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.
3. This Amendment No. 3 shall be effective as of the date first written above.

4. 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. 3 of Napa County Agreement No. 240326B 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

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair  
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>June 11, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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## **EXHIBIT A-3**

### **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 I: Planning & Pre-Development
  - o Feasibility Study
- Phase II: Design Development
  - o Schematic Design
  - o Design Development
- Phase III: Shovel Ready
  - o Construction Documents
  - o Agency Approval
  - o Bid and Award
- 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-3."

#### **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.

DATE: 05/30/2025

AMENDMENT NO. 03

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. Conceptual feasibility study of the required phasing to allow the facility to remain operational during construction.
- B. Review meeting with TLCD and the County to share the Phased approach and confirm scope of phasing documentation.
- C. Evaluation of licensing requirements provided by the County to plan for the temporary phases of construction needs.
- D. Assistance to the operator in preparing phasing licensing letter.
  - a. Sharing plan assets indicating phases
  - b. Sharing estimated construction phase durations
  - c. Review of drafted letter
- E. Documentation including additional drawing sheets and narrative describing phases of construction.
- F. No more than 2 additional meetings with the County and operator to review and confirm scope.
- G. Design team and consultant coordination.

Item No. 2:

- A. The contract currently includes Waterproofing consultant fees of \$50,000 that will not be utilized for the project as we have minimized the exterior scope of the project. We propose shifting these dollars to cover the fees requested below.

- Following is a breakdown of fees:
- TLCD Architecture \$10,800
- ZFA Structural Engineers \$ 8,000
- Costa Engineers Inc. \$ 5,000
- O'Mahony & Myer Engineering \$ 2,500
- Guidepost Solutions LLC \$ 3,200
- Facilities By Design \$18,000
- Cumming Group (scheduling) \$ 2,500

<b>SubTotal</b>	<b>\$50,000</b>
<u>Original Contract (-)</u>	<u>\$50,000</u>
<b>Total</b>	<b>\$0</b>

The total fees shall not increase from the current fees of \$602,356. 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.**