

**AMENDMENT NO. 1 OF  
NAPA COUNTY AGREEMENT NO. 260170B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 (“Amendment No. 1”) of NAPA COUNTY AGREEMENT NO. 260170B** is made and entered into as of this 10th day of March 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and YEI ENGINEERS, INC., a California corporation, whose mailing address is 7677 Oakport Street, Suite 200, Oakland, CA 94621, hereinafter referred to as “CONSULTANT.”

**RECITALS**

**WHEREAS**, on October 7, 2025, COUNTY entered into Napa County Agreement No. 260170B (“Agreement”) with CONSULTANT to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Napa Library HVAC Replacement Project, PW 25-42 (“Project”); and

**WHEREAS**, COUNTY and CONSULTANT now desire to amend the Agreement to increase the scope and compensation in order to provide additional engineering design and support services for the Project.

**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 the Agreement as originally approved, incorporated by reference herein, and on and after the date first written, those additional services set forth in Exhibit A-1, attached to this Amendment No. 1, said exhibit is 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 attached to the Agreement as originally approved, incorporated by reference herein, and on and after the date first written, those additional services set forth in Exhibit A-1, attached to this Amendment No. 1, said exhibit is being incorporated herein by this reference. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in

Exhibit A and on and after the date first written, those additional milestones or deadlines as set forth in Exhibit A-1.

3. Paragraph 3.1, subparagraph (3.1.1), of the Agreement is amendment to read in full as follows:

**Rates.** County shall pay Consultant at the fixed price of SEVEN HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS (\$785,427).

4. Paragraph 3.1, subparagraph (3.1.3), of the Agreement is amended to read in full as follows:

**Maximum Amount.** Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **SEVEN HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS (\$785,427)**; 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. 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.
6. This Amendment No. 1 shall be effective as of the date first written above.
7. Except as provided in paragraphs 1 through 6, 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. 260170B as of the date first above written.

YEI ENGINEERS, INC.

By   
PATRICK MALLILLIN, President/CEO

By   
HUBERT HIDALGO, Vice President/Secretary

"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>February 10, 2026</u></p> <p>Doc No.: <u>13115818</u></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-1  
SCOPE OF SERVICES**

**I. Description of Good and/or Services**

Consultant shall provide Mechanical, Plumbing, Electrical, Architectural, and Structural engineering additional design services for the Napa County Library at 580 Coombs Street, Napa, CA 94559 in accordance with Consultant's amended proposal dated February 2, 2026.

The following is an outline of the additional scope of services to be provided for this project:

1. Prepare the design for the remodeling of the 1<sup>st</sup> floor men's restroom, women's restroom, ADA restroom, and two children's restrooms.
2. Prepare the design to improve visibility within the interior stairway by replacing the existing lighting fixtures and providing additional lighting.
3. Prepare the design for carpet replacement in all carpeted areas on the 1<sup>st</sup> and 2<sup>nd</sup> floor with durable and high traffic type carpet.
4. Prepare the design for interior wall painting in the foyer area, reference desk area, and children's area.
5. Prepare the design for the replacement of the existing shade structure at the front patio area with a new permanent shade structure providing a larger coverage for improved sunshade and rain protection.
6. Prepare the design for a new enclosed and secure Tool Lending Library at the patio area while maintaining access to the existing doors on both sides of the new tool storage.
7. Prepare a Feasibility Study and cost estimate on improving the library's existing outdoor ADA ramp. Library will determine whether to proceed with improvements based on feasibility and cost.
8. Prepare a feasibility study to evaluate improvements to the library's interior emergency lighting system. The current emergency exit lighting in the children's area only works for about 40 minutes as it is powered by the built-in backup batteries. The feasibility study shall comprise of the entire library's emergency exit lighting system for code compliance and potentially extending the duration *of the emergency lighting to allow the patrons more time to exit during a power outage. Provide feasibility cost estimates for backup battery expansion or alternative power systems to serve the emergency lighting. Library will determine whether to proceed with improvements based on feasibility and cost.*
9. Prepare the design to replace one existing interior double door and one existing exterior double door including the door handles, manual keyed door locks matching the library's master key, electrically powered opening and closing mechanism, and ADA-compliant wall mounted push button switch.
10. Project Management
  - Project Kick-off meeting
  - Project design and coordination meetings with design team and County's representative
    - a) Technical memorandum comments and responses resolution online meeting
    - b) 60% Design coordination online meeting
    - c) 60% comments and responses resolution online meeting

- d) 90% Design coordination online meeting
  - e) 90% comments and responses resolution online meeting
  - f) Final design coordination online meeting
  - Pre-bid on-site meeting (included in the original scope)
  - Pre-construction on-site meeting (included in the original scope)
  - 20 weekly or bi-weekly construction online meetings (included in the original scope)
  - Project closeout online meeting (included in the original scope)
11. Field observation.
  12. Prepare the mechanical, electrical, architectural, and structural technical memorandum:
    - Basis of design
    - Identify deficiencies and non-compliant to current code based on visual observation only
    - HVAC, electrical, architectural, and structural recommendations with alternatives (schematic drawings, system descriptions, preliminary equipment selection, and probable construction cost estimates) and necessary changes to comply with current code.
    - Cost estimates
  13. Prepare the mechanical, plumbing, electrical, architectural, and structural demolition drawings.
  14. Prepare the mechanical, plumbing, electrical, architectural, and structural new work drawings.
  15. Prepare mechanical, plumbing, electrical, Architectural and structural technical specifications. Divisions 0 and 1 shall be prepared by County of Napa.
  16. Plans, Specifications and Cost Estimates Submittals:
    - PS&E 60% submittal
    - PS&E 90% submittal
    - PS&E Final submittal
  17. Attend pre-bid meetings with the County and prospective bidders/contractors and provide bid assistance (respond to RFI's, issue addendum drawings and contract specifications as required).
  18. Construction support services.
  19. Attend periodic inspections of contractors' progress installation work and provide written findings to the County.
  20. As-Built Drawings will be provided based on contractors' red-line mark-ups.

**Deliverables:**

- Technical Memorandum
- 60% Design Submittal, Specifications and Cost Estimate
- 90% Design Submittal, Specifications and Cost Estimate
- Final Design Submittal with Applicable Specifications
- Construction Support
- Punch List
- As-Built Drawings

**Exclusions:**

- Relocation of utilities outside of the building.
- Life cycle cost analysis and energy effectiveness studies.
- Power monitoring and electrical data logging.
- Short circuit and arc flash analysis.
- Utility impact report.
- Electrical lighting design or lighting evaluation of the building.
- Plumbing system design or plumbing evaluation of the building.
- Fire protection system design or fire protection evaluation of the building.
- Building fire alarm system design or fire alarm evaluation of the building.
- Assessment of structural vibration, such as football induced floor vibration, finite element analysis, structural recommendations, etc.
- Assessment of existing HVAC equipment vibration not part of the scope work above.
- Acoustic engineering for telecommunication systems.
- Acoustic engineering for spaces with special acoustical requirements, such as theaters, music rooms, recording spaces, or outdoor noise amplification.
- Ground-borne vibration assessment.
- Vibration or acoustical engineering, and acoustical benchmark testing at the current library.
- Low-voltage technology design services (e.g., audiovisual, telecommunications, security, Wi-Fi, and ERRCS).
- Special environmental impact investigations and related research.
- Special survey or testing work to determine the adequacy, capacity or safety of existing systems or to ascertain the presence, absence or exact location of concealed work shown or implied on record “as-built” drawings of existing facility.
- No analysis and documentation for Savings by Design and other utility rebate programs.
- HVAC Commissioning.
- Structural destructive or non-destructive testing is included. If testing is needed, it will be at the County’s expense.
- Destructive investigation.
- Scissor lifts or specialty access equipment.
- Special inspections.
- Structural seismic work or seismic evaluation of the building. The entire building will not be evaluated for gravity or lateral capacity. Seismic analysis or upgrade of the entire building is not included.
- Equipment procurement.
- Preparation of O&M Manuals and shop and coordination drawings. Contractors to provide.
- Equipment Training and instructions.
- Permits and permits fees.

**II. Schedule**

*[Reserved – Not Used.]*