

AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 240311B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (“Amendment No. 2”) of NAPA COUNTY AGREEMENT NO. 240311B is made and entered into as of this 9th day of December 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, COUNTY entered into Napa County Agreement No. 240311B with CONSULTANT on March 12, 2024 (“Agreement”), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the South Campus Buildings A&B Maintenance Project, PW 21-37 (“Project”); and

WHEREAS, on September 23, 2025, COUNTY and CONSULTANT entered into Amendment No. 1 to increase the scope and compensation; 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 and CONSULTANT hereby amend the Agreement as follows:

1. Paragraph 2 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, those additional services set forth in Exhibit “A-1” attached to Amendment No. 1 of the Agreement, and those additional services set forth in Exhibit "A-2" attached to this Amendment No. 2 of the Agreement. Exhibit A-2 is attached hereto and incorporated herein by this reference.

2. Paragraph 3, subparagraph (c), of the Agreement are 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 **FOUR HUNDRED SIXTY THOUSAND FOUR HUNDRED FIFTY-FOUR AND 00/100**

DOLLARS (\$460,454); 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.


3. Except as provided in paragraphs 1 and 2 above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONSULTANT have executed this Amendment No. 2 to Napa County Agreement No. 240311B as of the date first above written.

NACHT & LEWIS ARCHITECTS, Inc.

By 

MIKE PARROTT, President

By 

ERIC FADNESS, Secretary

"CONSULTANT"

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>November 19, 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-2”

SCOPE OF WORK

The CONSULTANT will provide COUNTY with the following additional services for the South Campus Buildings A&B Maintenance Project, PW 21-37:

- Additional Construction Support Services
 - Additional site visits and consultations from Allana Buick Bers (ABB) for the inspection of the installation of exterior coatings, sealants, and roofing work - \$12,144.
 - Site visits for Buehler to inspect the existing structural conditions and provide revised details for the new HVAC units - \$4,950.

Compensation:

CONSULTANT shall be compensated for a not-to-exceed fee of \$17,094 for the additional services, above.

CONSULTANT shall be compensated for the total services for a new not-to-exceed amount of \$460,454.