

AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 260125B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 of NAPA COUNTY AGREEMENT NO. 260125B is made and entered into in Napa County, California, this 5th day of May 2026, (“Effective Date”) 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 9th day of September 2025, County entered into Napa County Agreement No. 260125B (“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 Sheriff’s Building Maintenance Project, PW 25-14 (“Project”); and

WHEREAS, County and Consultant now desire to further amend the Agreement to increase the scope and compensation in order to provide additional destructive testing, window testing, exterior cladding investigation, and related repair coordination 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 professional services to County as described in Exhibit “A” attached to the original Agreement. On and after the date first written above in this Amendment No. 1, Consultant shall also provide those additional professional services set forth in Exhibit “A-1,” attached to this Amendment No. 1 to the Agreement, said Exhibit being incorporated herein by this reference. All services shall be performed in accordance with the Contract Documents. The Contract Documents consist of this Agreement, as amended, and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

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 September 9, 2025. This Agreement shall expire one year after completion of the scope of services as stated in Exhibits A and 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 EIGHTY-NINE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS (\$489,366).

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 EIGHTY-NINE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS** (\$489,366); 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, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

NACHT & LEWIS ARCHITECTS, Inc.

By 
LORENZO LOPEZ, Principal

By 
MIKE PARROTT, President

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: Ryan FitzGerald (e-sign)
Deputy County Counsel

Date: April 10, 2026

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: _____

EXHIBIT A-1

Additional Scope of Services

Consultant's subconsultant, Allana Buick Bers ("ABB"), shall provide:

Investigation and Reporting Services

- Water Testing and Destructive Testing Protocol. Prepare a Water Testing and Destructive Testing Protocol outlining the planned testing.
- Testing Protocol Review. ABB will meet with the abatement company, Hilltop on site to review requested work.
- Review Bids from Contractors: Review two (2) abatement bids, focusing on scope alignment and cost analysis
- Solicit Cost Estimate. Obtain a cost estimate from Alpha Restoration for rebuilding the interior finishes, EIFS cladding, and CMU wall at test windows 1 and 2.
- Client Meeting. Meet with Nacht & Lewis and Napa Public Works to discuss upcoming testing and confirm testing locations.
- Destructive and Water Testing. Observe destructive and water testing of the noted system(s). Testing to include:
 - Construction of interior containment, including plastic, around the two (2) designated test windows as outlined in the attached report prior to testing. Containment to be performed by Hilltop Abatement.
 - Targeted removal of interior finishes as identified in our previous reports. The interior finishes are being removed so AAB can observe leaks during the water testing such as drywall, wood sills, and the underlying wall insulation.
 - Spray water testing of two (2) storefront windows with a spray rack and/or hand nozzle for isolation testing, including a negative chamber.
 - This targeted water testing is intended to identify localized leaks, including pan flashing leaks, head flashing leaks, and CMU related leaks. Isolation testing is to be conducted after completion of the ASTM E1105 testing, which is not considered targeted leak testing.
 - Targeted removal of EIFS around the two (2) test windows
 - Targeted removal of CMU blocks at test window #1.
 - Patching of destructively testing locations
 - Temporary interior and exterior patches shall be performed by Alpha Restoration.
 - ABB will retain a Destructive Testing Subcontractor.

Assessment Report. ABB will prepare a written Assessment Report including:

- Documentation for site observations at each location. Documentation will be via annotated original plans and associated photos.
- Discussion of findings for each location, their importance, and suggested phasing based on severity.
- Recommendations for additional testing or remedial repair of observed deficiencies. Recommendations will include a brief outline and description of repairs.

Assessment Report Review Meeting. ABB will meet with Nacht & Lewis and its project team to briefly review the Assessment Report and overall findings.

Repair Scope Development. Assist Nacht & Lewis with developing the EIFS repair scope and the associated budgetary requirements for the necessary repairs.

Contractor Coordination. Manage & coordinate Alpha & abatement subcontractors & coordinate with Napa Public Works.