

**AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 220139B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO 220139B is made and entered into as of this ____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and “ENVIRONMENTAL SERVICES ASSOCIATES, INC.,” a California corporation, whose business address is 180 Grand Avenue, Suite 1050, Oakland, California 94612, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220139B (the “Agreement”) on September 14, 2021, for the purpose of assisting the COUNTY with the preparation, review, coordination and processing of an environmental impact report (“EIR”) under the California Environmental Quality Act (“CEQA”) for a proposed project, submitted by Jackson Family Investments, III LLC (“Project Applicant”), to demolish some existing buildings and develop a 79-room boutique hotel and related infrastructure with restaurant and retail spaces at 3010 North St. Helena Highway, in unincorporated Napa County; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 1 to the Agreement on November 1, 2023, for purposes of amending the Scope of Work and extending the Term to add additional analysis in the air quality technical report and further testing to determine the potential significance of archaeological resources on the project site; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to further amend the scope of services, compensation, and term.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 220139B as follows:

1. Paragraph 2 of the Agreement is hereby amended in full to read as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibits “A”, “A-1”, and “A-2”, attached to the Agreement and incorporated here by reference. The services set forth in Exhibit “A-2” attached to the Agreement shall be provided as of the effective date of this Amendment No. 2 to the Agreement. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed one (1) additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then

current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3, subsection (c) of the Agreement is amended to read in full as follows:
Compensation.
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-2”, attached hereto and incorporated by reference herein.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FOUR HUNDRED AND THREE THOUSAND, SIX HUNDRED AND SEVENTY ONE dollars (\$403,671) per for fiscal year for professional services provided, however, that such amounts shall not be constructed as guaranteed sums, and compensation shall be based upon services actually rendered.”
3. Except as provided herein, the terms and provisions of the Agreement shall remain in

[THIS SPACE INTENTIONALLY LEFT BLANK]

full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement was executed by the parties hereto as of the date first above written.

ENVIRONMENTAL SCIENCE ASSOCIATES

By: *Daniel Dameron*
Daniel Dameron, Vice President

By: *Albert Cuisinot*
Albert Cuisinot (Jun 20, 2024 08:05 PDT)
Albert Cuisinot, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
JOELLE GALLAGER, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Laura J. Anderson (e-sign)</i></u></p> <p>Date: June 17, 2024</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>
--	--	--



575 Market Street, Suite 3700
San Francisco, CA 94105
415.896.5900 [phone](tel:415.896.5900)
415.896.0332 [fax](tel:415.896.0332)
esassoc.com

May 30, 2024

Napa County Planning, Building and Environmental Services

Attention: Trevor Hawkes
Supervising Planner
1195 Third Street, Suite 210
Napa, CA 94559

Submitted Electronically via Email

RE: Contract Modification Request #2 – Inn at the Abbey Project Environmental Impact Report

Dear Trevor:

Intended for Napa County staff review and approval for work under contract with Napa County, this letter requests a contract modification for the Inn at the Abbey Project (Project) Environmental Impact Report (EIR). The County approved the preliminary approach and scope of work dated July 30, 2021. The County also approved a contract modification in November 2023 to support additional technical studies. Since approval of the July 2021 scope and 2023 modification, ESA has performed site visits and completed the Project technical studies, completed a substantial portion of the Administrative Draft EIR, and attended Project-related meetings. ESA has also performed ongoing Project management-related activities.

ESA understands that Napa County's Agreement No. 220139B (Professional Services Agreement) with ESA will expire soon and that an extension of the contract term is necessary to continue work on the Project. Additionally, due to the length of time since the Professional Service Agreement was executed in 2021, ESA is seeking an update to the compensation rates in the Professional Services Agreement to reflect ESA's current billing rates.

Furthermore, ESA was directed by the County to move forward with preparing the Administrative Draft EIR prior to completion of the Project Applicant's proposed Development Agreement terms, with the understanding that if the final Development Agreement terms would affect the EIR analysis, a contract modification may be required. Based on a review of the Project Applicant's May 2024 *Proposed Terms of Development Agreement for the Inn at the Abbey* (Development Agreement), ESA has identified additional Project components that could have a physical impact on the environment that need to be considered in the Draft EIR analysis. The County has also communicated that an updated technical study will be submitted to the County. Due to the project description changes associated with the proposed terms of the Applicant's Development Agreement and an updated technical study prepared by others, ESA is requesting a contract modification to cover additional costs to ensure that the appropriate level of information is included in the Draft EIR. Tasks identified for expanded information and analysis are described below.

Extension of Agreement Term

ESA understands that the County's Professional Services Agreement with ESA has been automatically extended to the maximum allowable period of two years after the original expiration date of June 30, 2022, and will expire on June 30, 2024. ESA requests that the Professional Services Agreement be renewed for an additional year with an expiration date of June 30, 2025, and that the automatic renewal be reinstated for a maximum of two years after the new expiration date.

Compensation Rate Update

ESA also requests that the compensation rates under the Professional Services Agreement be updated to reflect the current year. Under the existing agreement, ESA's 2021 Schedule of Fees is used as the basis for the Personnel Category Rates used for this Project (Professional Services Agreement Exhibit B). However, as detailed in Exhibit B, ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs. Accordingly, ESA requests that the rates for compensation be updated to ESA's 2024 Schedule of Fees (see **Attachment 1**).

Expanded Scope of Work

Task 2 – Technical Studies

The 2020 Water Availability Analysis (WAA) for the Project has been peer reviewed and incorporated into the Administrative Draft EIR. ESA understands this study has been updated since the February 2020 draft prepared by RSA+. Therefore, ESA will conduct a new peer review the 2024 WAA. ESA assumes that only minor edits or clarifications would be warranted, and the 2024 WAA will be revised by the author to reflect minor updates identified via peer review. ESA requests an additional **\$1,590** to support review of the 2024 WAA.

Task 3 – Administrative Draft EIR

Project Description Updates

Based on the Project Applicant's May 2024 *Proposed Terms of Development Agreement for the Inn at the Abbey*, certain updates to the Administrative Draft EIR Project Description will be required. These updates include proposed features that could have a physical impact on the environment, including:

- Onsite and off-site affordable housing
- Greywater reclamation and conservation
- Lodi Lane/Highway 29 at-grade crossing enhancement
- Onsite private fire truck
- Electric vehicle (EV) charging stations
- Vine Trail/shelter Easements/E-Bike charging station
- South Parcel agricultural use

These components will be added to the Project Description of the Administrative Draft EIR and analyzed throughout the document appropriately. ESA also anticipates that an updated plan set or additional exhibits will be prepared illustrating these components in context of the 2020 Project site plan, which will require updates to the graphics that have already been prepared for the Project Description.

Additional Administrative Draft EIR Analysis

ESA requests additional funds to update the Administrative Draft EIR analysis to incorporate the 2024 WAA and the Project Description updates described above. Currently, the Hydrology and Water Quality and Utilities and Service Systems sections of the Administrative Draft EIR rely on information in the 2020 WAA. After peer review of the 2024 WAA, as described under Task 2 above, ESA will incorporate any new information and update the analysis in the Administrative Draft EIR.

ESA will also provide additional analysis in the Administrative Draft EIR for the Project Description changes resulting from the proposed terms of the Project Applicant's Development Agreement. These updates will primarily occur in the following sections: Agriculture and Forestry Resources, Hydrology and Water Quality, Population and Housing, Transportation, Utilities and Service Systems, and Wildfire.

Specifically, regarding the Transportation section of the EIR, the Lodi Lane/Highway 29 at-grade crossing enhancement will require a detailed analysis of potential transportation hazards introduced by this Project component. The original 2021 scope of work assumed that the July 2020 Initial Study discussion of transportation hazards would be sufficient and summarized in the EIR, and the topic would not be further analyzed in the EIR. Given the new Project feature and public comments received on the Notice of Preparation (NOP) of the EIR regarding this topic, ESA will include a detailed discussion of potential transportation hazards in the Draft EIR.

Based on the Project Applicant's Development Agreement, five new offsite affordable housing units may be funded by the Project Applicant; funded/constructed in partnership with housing developers or non-profit organizations; and/or constructed by the Project Applicant on its properties. Since limited information will be available regarding the location(s) of proposed offsite affordable housing, ESA proposes to address potential environmental impacts at a high level, and note that site-specific environmental review, if warranted, would occur at the time an application is submitted for those units.

In total, ESA requests an additional **\$16,846** to support Task 3.

Task 6 – Project Management and Meeting Attendance

ESA also requests additional funds to support the completion of the EIR. As the augmented Administrative Draft EIR sections are completed, additional project management, Quality Control/Quality Assurance, and conversations with the Project team and various subsets of the team will necessarily be required. ESA's 2021 scope of work assumed a total timeframe of approximately 11 months for the Project. As the Project schedule has been delayed past this initial estimate, ESA has expended project management time that was not accounted for in the 2021 scope of work. The revised cost estimate in Table 1 below reflects ESA's updated understanding of the demands of this particular project and assumes no further Project delays will occur. This is factored into an updated assumption for our average weekly project management time. Considered together, ESA requests an additional **\$10,240** to support Task 6.

Revised Cost Estimate

Table 1 summarizes the total revised cost estimate of **\$403,671**, a cost increase of **\$28,676** from the approved (November 2023) modified scope of work.

TABLE 1
REVISED COST ESTIMATE MAY 2024

TASK		APPROVED COST	REVISED COST	COST CHANGE
ESA Labor				
1	Project Kick-Off	960	960	-
2	Technical Studies	77,269	78,859	1,590
3	Administrative Draft EIR	111,645	128,491	16,846
4	Public Draft EIR	33,025	33,025	-
5	Administrative Draft & Final EIR	36,190	36,190	-
6	Project Management & Meeting Attendance	52,114	62,354	10,240
ESA Labor Subtotal		311,203	339,879	28,676
Direct Costs / Reimbursables				
	Printing, Deliveries, Technical Equipment, etc.	3,019	3,019	-
Subconsultants				
	Subconsultant W-Trans (Traffic/Transportation)	58,997	58,997	-
	Tribal Monitor	1,776	1,776	-
Project Total		374,995	403,671	28,676

ESA can begin work on the modified scope immediately upon written approval of the above scope/cost and a signed contract modification agreement. Please feel free to contact us at (510) 463-6737 if you have any questions or would like additional information about this contract modification request.

Sincerely,



Jill Feyk-Miney
 Project Manager
Jfeyk-miney@esassoc.com



Elizabeth Kanner
 Project Director
EKanner@esassoc.com

Attachment 1: ESA 2024 Schedule of Fees



ATTACHMENT 1

Environmental Science Associates & Subsidiaries: 2024 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$255	\$282	\$311	\$341	\$371	\$401
Principal Consultant	\$210	\$238	\$265	\$293	\$321	\$349
Managing Consultant	\$189	\$211	\$234	\$256	\$278	\$300
Senior Consultant	\$155	\$171	\$192	\$212	\$233	\$253
Associate Consultant	\$137	\$151	\$164	\$177	\$190	\$203
Consultant	\$104	\$117	\$129	\$143	\$156	\$169
Project Technician	\$75	\$97	\$119	\$142	\$164	\$186

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

1. Transportation
 - a. Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
 - b. Common carrier or car rental – actual expense multiplied by 1.15
 - c. If company vehicle is to be used in off-road conditions, a daily \$15 use fee will be added to the standard daily vehicle rate.
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Technology and Data Management Fee

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below. Project labor charges multiplied by 3%. Fee encompasses the following:

1. Ongoing long-term retention and retrieval, management, and security of project-related data.
2. Proprietary tools, cloud data services, data science and AI capabilities as required for project delivery.

C. Cloud-based Services

ITEM	RATE/HOUR	RATE/DAY	RATE/WEEK	RATE/MONTH
Cloud-based Services				
Nearmap High Resolution Images		\$55/image		
ArcGIS Online Hosting (Web Maps/Apps)				\$225
Website Hosting				\$200
Custom Application & Services Hosting*				\$300*
Modeling (GeoHECRAS, TUFLOW, Delft3D) + Drone Processing	\$7	\$160	\$950	\$3,900
Aviation Environmental Design Tool (AEDT) Processing	\$13	\$190	\$1,120	\$4,600
*includes support for database, SSL, IT support – costs vary by project. Contact software development services for firm pricing.				

D. Printing/Reproduction Rates

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5 x 11	\$0.15	
Black & White – 11 x 17	\$0.30	
Color – 8.5 x 11	\$0.50	
Color – 11 x 17	\$0.80	
B&W – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	



E. Equipment Rates

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Project Specific Equipment:			
Vehicles – Standard size (no off-road usage)	\$ 100 ^a	\$ 500 ^a	
Vehicles – 4x4 /Truck (light duty)	150 ^a		
Vehicles – 4x4 /Truck (heavy duty)	175 ^a		
Vehicles – ATV	150		
Noise Meter	115		
Hydroacoustic Noise Monitoring Equipment	175		
Satellite Phone	15	70	250
Electrofisher	350	1,750	
Field Traps	50		
Digital Hypsometer (Nikon)	25		
Backpack Sprayer	30		
360-Degree 4k Camera	35	175	
High Resolution Time-Lapse Camera	20	100	350
Beach Seine	60		
Otter Trawl	115		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	150	750	
Spotting Scope	50	200	
Personal Protective Equipment (PPE)	25		
Topographic/Bathymetric Survey Equipment:			
Total Station	300		
UAV/Drone	300	1,500	
RTK-GPS	300		
RTK-GPS Smartnet Subscription	75		
Hypack Survey Software	150		
Laser/Auto Level	50		
Single-Beam Echoshounder	150	600	
Sidescan Sonar	200		
1m GNSS Data Collection System	85	425	1,700
Sub-meter GNSS Data Collection System	115		
Sub-foot Data Collection System	230		
Garmin GPS or equivalent	30		
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 50	\$ 300	\$ 800
SonTek IQ-Plus Area Velocity Flow Logger	100	500	1,500
Logging Rain Gage	10	50	200
Hand-Held Current Meter	50		
Surface Velocity Radar	50		
Wave Pressure Sensor		115	460
Wave Buoy		175	700
Sonic Wave Sensor	35	175	500
Logging Water Level - Pressure Transducer			125
Logging Barometric Pressure Logger			60
Well Probe / Water Level Meter	25		
Bottom-Mounted Tripod / Mooring	30	150	400
Stormwater Crest Sampler			20
Radar Wave Sensor with Logger Box	150	300	1000
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$	\$	\$ 400
Logging Conductivity/Water Level Recorder			250
Recording Conductivity Meter w/Datalogger	20	60	200
Hand-Held Turbidimeter	50	200	
Hand-Held Salinity Meter or pH meter	35		
Logging Salinity Gauge			150
Logging DO/Temp Probe			150



ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Logging Water Quality Sonde 1 Sensor	50	200	700
Logging Water Quality Sonde 2 Sensor	65	250	800
Logging Water Quality Sonde 3 Sensor	75	300	900
Logging Water Quality Sonde 4 Sensor	90	350	1,000
Telemetry System Hardware			125
Water Quality Multi-Probe Depth Profiler	200		
Niskin Water Sampler	50		
ISCO 6712 Portable Sampler w/ISCO 2105 Module	60	350	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 85		
60lb Helly-Smith Bedload Sampler	200		
Mini-Ponar Grab Sampler	50		
DH-76 Suspended Sediment Sampler	100		
D-96 Suspended Sediment Sampler	200		
Bridge Crane	150		
RSET	50		
AMS Soil Sampling Kit	50		
Hand-Held Helley-Smith Bedload Sampler	30		
Guelph Permeameter	60		
Sludge Sampler	60		
Shear Strength Vane	60		
Handheld DH-48 Suspended Sediment Sampler	30		
Boats:			
Small Watercraft	\$ 50	\$ 200	
15'-17' Boat	350	1,200	
20'-21' Boat	400	1,800	
22'-25' Boat	500	2,000	
Houseboat Floating Laboratory		4,500	

^a Actual project charges will include the daily rate plus \$0.75 per beyond 100 miles

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.