

**AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 230266B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO 230266B is made and entered into as of this 1st day of July, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and “MEAD & HUNT, INC.,” a Wisconsin corporation, whose business address is 1360 19th Hole Drive, Suite 200, Windsor, California 95492, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230266B (the “Agreement”) on December 13, 2022, for the purpose of the CONTRACTOR assisting the COUNTY to prepare an update to the Napa County Airport Land Use Compatibility Plan (ALUCP), including the completion of the necessary California Environmental Quality Act (CEQA) review and studies to ensure the ALUCP meets current standards; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to further amend the compensation terms to fund additional.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR amend Agreement No. 230226B as follows:

1. Paragraph 3 of the Agreement is hereby amended in full to read 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-1, attached hereto and incorporated by reference herein.


(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit “B-1.”

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed THREE HUNDRED, SEVENTY-NINE THOUSAND, NINE HUNDRED NINETY-FOUR dollars (\$379,994) for professional services, which includes a total of up to an additional FIFTY THOUSAND dollars (\$50,000) on a Time and Expenses basis for additional work requested by the Executive Director of the ALUC, or designee, to complete the ALUCP update adoption process; 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.

2. Except as provided herein, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

MEAD & HUNT

By: 
 Jon Faucher
 Vice President

By: 
 Maranda Thompson
 Project Manager

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By: _____
 Joelle Gallagher, Chair
 Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley, Deputy</u></p> <p>Date: <u>August 26, 2024</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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**COUNTY OF NAPA PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES
CONTRACT AMENDMENT**

August 28, 2024

Ms. Dana E. Morrison
Supervising Planner, Conservation
Napa Planning, Building & Environmental Services
Engineering and Conservation Division
1195 Third Street, 2nd Floor
Napa, CA 94559
Email: dana.morrison@countyofnapa.org

Project Name: Napa ALUCP Update
Project Location: Napa, CA
Project Number: 1416000-230051.01
Mead & Hunt Mgr: Maranda Thompson

**Subject: Amendment No. 1, Napa Countywide Airport Land Use Compatibility Plan (ALUCP)
Update Ongoing Planning Support Services**

Dear Dana,

The above-referenced PROJECT requires an Amendment. The work in this Amendment is in addition to the Scope of Services stated in the contract (Agreement No. 230266B) between the County of Napa (the "CLIENT" or "COUNTY") and Mead and Hunt, Inc. (the "CONSULTANT") dated December 13, 2022 (as previously amended, the "CONTRACT").

The CLIENT agrees that the CONSULTANT shall provide professional consulting services for the PROJECT as set forth in this Amendment and the CLIENT shall provide payment for those services as provided for in this Amendment.

A detailed description of our understanding of the Amended PROJECT Scope of Services, Schedule, and Compensation is provided below.

Reason for Amendment

The Mead & Hunt team participated in the Airport Land Use Commission (ALUC) hearing July 18, 2024. The purpose of the meeting was for the ALUC to consider the adoption of the draft ALUCP based on the findings presented in the associated California Environmental Quality Act (CEQA) Initial Study and Negative Declaration, and public comments received on the draft ALUCP. At the hearing, the ALUC decided to continue the public hearing on September 17, 2024, and directed COUNTY planning staff CONSULTANT to work with interested parties to assess their concerns with the draft ALUCP.

Amended Scope of Services

The Scope of Services for the PROJECT is amended as follows:

- Review and respond to additional comments on the draft ALUCP
- Participate in additional stakeholder and / or agency meetings (virtual)
- Analyze overflight radar data for Napa County Data

- Assess adjustments to Zone D1 and D2 and associated criteria
- Assess other changes to draft ALUCP policies based on additional comments received from agencies and public
- Prepare addendum to draft ALUCP and update all chapters accordingly
- Prepare for and attend ALUC hearing(s) for the adoption of the draft ALUCP

Amended Schedule

CONSULTANT proposes the following revised dates to complete the work for this PROJECT:

- ALUC Hearing: September 17, 2024
- Final ALUCP and Project Closeout: December 31, 2024

Amended Compensation

The work described in this Amendment under Scope of Services will be performed on a time-and-expense basis in accordance with the *Mead & Hunt, Inc. Standard Billing Rate Schedule (2024)*, which is included as *Attachment 1*, and made part of this Amendment.

The CLIENT will pay the CONSULTANT an increase of Fifty Thousand Dollars (\$50,000) for the work performed under this Amendment. This Amendment results in an increase of the budget from \$329,994 to a revised contract amount of \$379,994 for the total project.

A breakdown of probable costs for each scope element is provided below. Reallocation of the costs among the tasks listed below is acceptable provided that the total cost does not exceed the \$50,000 limit.

Task	Fee Estimate (range)		
Response to Public Comments	\$5,000	to	\$8,000
Stakeholder Meeting Participation and Preparation (Up to 3 staff; up to 4 virtual meetings)	\$4,000	to	\$8,000
Overflight Radar Data Analysis	\$2,500	to	\$6,000
Draft Zone D1/D2 Boundary and Criteria Assessment/Revisions	\$4,000	to	\$7,500
Draft ALUCP Revisions and Addendum	\$5,000	to	\$10,000
ALUC Hearing (up to two trips, up to 2 staff)	\$6,000	to	\$10,500
TOTAL	\$26,500	to	\$50,000

Amended Responsibilities of the CLIENT

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on the CLIENT performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
 - Available data, drawings, public comments, and information related to the Project.
 - Review of Project deliverables within one week of receipt.
 - Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.
 - Point of contact with interested parties, including arranging meetings and circulating materials.
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Respectfully submitted by,

MEAD AND HUNT, INC.



Maranda Thompson
Project Manager

Approved by: MEAD AND HUNT, INC.



Jon J. Faucher
Vice President

Attachment included:

1 - Mead & Hunt, Inc. Standard Billing Rate Schedule (2024)

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 1, 2024

Standard Billing Rates

• Clerical	\$100.00 / hour
• Technical Editor	\$136.00 / hour
• Senior Editor	\$198.00 / hour
• Accounting, Administrative Assistant	\$128.00 / hour
• Technician I, Technical Writer	\$118.00 / hour
• Technician II, Surveyor - Instrument Person	\$137.00 / hour
• Technician III	\$159.00 / hour
• Technician IV	\$168.00 / hour
• Senior Technician	\$211.00 / hour
• Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$150.00 / hour
• Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$167.00 / hour
• Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$179.00 / hour
• Construction Resident Project Representative (RPR)	\$189.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager	\$232.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$248.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner	\$287.00 / hour
• Senior Associate, Principal, Senior Client / Project Manager	\$355.00 / hour

Expenses

- Geographic Information or GPS Systems \$100.00 / day
- Out-Of-Pocket Direct Job Expenses cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.

Travel Expense

- Company or Personal Car Mileage..... \$ IRS rate / mile*
** Rates will be charged at Current IRS rate*
- Air and Surface Transportation cost plus 15%
- Lodging and Sustenance cost plus 15%

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2024, and will remain in effect until December 31, 2024, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.