

**AMENDMENT NO. 3
NAPA COUNTY AGREEMENT NO. 190083B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO 190083B 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 SCIENCE ASSOCIATES, a California Corporation, whose mailing address is 2600 Capitol Avenue, Suite 200, Sacramento, California, 95816, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190083B (the "Agreement") on August 1, 2018, to assist the COUNTY with the preparation of environmental analysis under the California Environmental Quality Act for new vineyard erosion control plans and to assist with land use analysis and stakeholder outreach, as authorized by Government Code section 31000; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 1 to the Agreement on June 23, 2020, to amend the Scope of Work and extend the Term for the purpose of expanding erosion control plan CEQA analysis and peer review of technical reports; and

WHEREAS, COUNTY and CONTRACTOR executed Amendment No. 2 to the Agreement on October 6, 2020, to amend the Scope of Work and extend the Term for assistance with participation in the Association of Bay Area Government's Housing Methodology Committee; and

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

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

1. Paragraph 2 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", "A-2", and "A-3" attached to the Agreement and incorporated here by reference. The services set forth in Exhibit "A-3" attached to the Agreement shall be provided as of the effective date of this Amendment No. 3 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 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-3", 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 ONE HUNDRED AND SIXTY FIVE THOUSAND dollars (\$165,000) per 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 in paragraphs 1 and 2 above, the terms and provisions of the

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Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 to the Agreement was executed by the parties hereto as of the date first above written.

ENVIRONMENTAL SCIENCE ASSOCIATES

By: *Catherine McFee*
Catherine McFee, Vice President

By: *Albert Cuisinot*
Albert Cuisinot (Jun 20, 2024 14:51 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>
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EXHIBIT A-3

CEQA Support Services

For Napa County Planning, Building and Environmental Services Department

Project Understanding

Environmental Science Associates (ESA) will support Napa County's Planning, Building and Environmental Services Department (County) on an as-needed basis with the preparation of documents to comply with the California Environmental Quality Act (CEQA) for pending agricultural erosion control plan (ECP) applications. This will generally consist of ESA preparing draft Initial Studies for ECP project, but other CEQA support may be provided by ESA, at the request of the County.

Scope of Work

Prepare Draft Initial Studies

ESA's work preparing a draft Initial Study for an individual ECP project under this contract will generally include Tasks 1-4 outlined below.

TASK 1: REVIEW ECP AND TECHNICAL REPORTS

The ECP, all completed technical reports, relevant correspondence and County GIS setting and cumulative project information will be provided to ESA for use with preparing the Initial Study. ESA will review the information to become familiar with the details of the project and findings from the technical reports.

Key Assumption for Task 1:

- The County will review the materials for completeness and adequacy prior to distribution to ESA for use with preparing the Initial Study.

TASK 2: INITIAL STUDY

ESA will prepare a draft Initial Study using a standard Word template provided by the County. The project description and background information for the environmental checklist discussions will be written based on project information in the ECP and technical reports. Any outstanding project information needs or comments about the technical reports will be flagged for the County in the draft document. ESA will coordinate with the County to develop any necessary mitigation measures not already identified in the technical reports to avoid or minimize project impacts to a less-than-significant level.

ESA will provide an electronic copy of the draft Initial Study to the County for review and the County will revise the document as needed and finalize and circulate the document for public review.

Task 2 Deliverable:

- Draft Initial Study (electronic version)

Key Assumptions for Task 2:

- All technical studies and analysis and any needed modeling, such as the ECP, Universal Soil Loss Equation (USLE) modeling, hydrology study, water availability analysis, geotechnical report, biological and cultural resources studies, and County GIS setting and cumulative project information will be provided to ESA.
- No field surveys will be conducted and no agency permits will be obtained under this scope of work.
- The County will be responsible for Assembly Bill (AB) 52 compliance and tribal noticing efforts.
- The County will prepare all graphics and exhibits for the Initial Studies.
- ESA will submit the draft Initial Study electronically to Napa County; no paper copies or CDs will be produced by ESA.
- The County will distribute the Initial Study to responsible and trustee agencies and handle all other noticing and procedural aspects for the CEQA document.

TASK 3: PROJECT COORDINATION

The ESA Project Manager (and technical staff to the extent necessary) will participate in project coordination conference calls with the County, as needed, and coordinate the work of the ESA project team.

Task 3 Deliverables:

- Project calls and coordination

TASK 4: PROJECT MANAGEMENT

ESA will manage the Initial Study preparation effort and communicate with the County during preparation of the document, with the ESA Project Manager serving as a liaison between the ESA team and the County for communication of issues, transmittal of comments, financial management (e.g., invoices), and other project management matters. The ESA Project Manager will ensure all invoicing is accurate and timely and will submit monthly progress reports to the County along with the monthly invoices.

Task 4 Deliverables:

- Monthly invoices and progress reports submitted to the County

Key Assumptions for Task 4:

- Task 4 activities will be completed on an hourly basis, as needed. A minimal monthly level of effort under is task is expected to complete project management activities, such as processing invoices and progress reports.

Optional Task - As Need CEQA Support

ESA will provide other CEQA support as needed, at the request of the County. The scope of work for the individual CEQA support request under this contract will be discussed and documented with the County prior to proceeding with the work.

Preliminary Schedule

The anticipated duration to prepare an Initial Study for an individual ECP project is approximately two months; the actual time may vary depending on ESA's receipt of the ECPs and technical studies from the County. The schedule for any other CEQA support request under this contract will be discussed and documented with the County prior to proceeding with the work.

Cost Estimate

Work each fiscal year under this contract is limited to the total annual contract value of \$165,000. Any budget not needed for a project will be added back into the remaining funds for the annual contract value. ESA will complete the work outlined in

this scope of work on a time and materials basis, in accordance with the ESA Time and Materials Compensation Schedule that is in effect at the time the work is performed; a copy of the current 2024 ESA fee schedule is included as Exhibit A.

It is assumed that ESA hours worked to prepare each draft Initial Study for an individual ECP project (as outlined in Tasks 1-4 above) will generally follow the budget outlined in the spreadsheet included as Exhibit B. Before any significant budget variations occur, ESA will discuss the circumstances with the County prior to initiating the work and will receive written authorization from the County to proceed.

The budget for any other CEQA support request under this contract will be discussed and documented with the County prior to proceeding with the work.



EXHIBIT B-3

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
Electrofischer	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.

Exhibit B: Draft Initial Study Budget for an Individual ECP Project (as outlined in Tasks 1-4)

		<i>Labor Category</i>					Total Hours	Labor Price
		Senior Principal Consultant 5	Principal Consultant 3	Managing Consultant 3	Associate Consultant 3	Consultant 4		
Task #	Task Name/Description	\$341	\$265	\$234	\$164	\$143		
							-	\$ -
1	Review ECP and Technical Reports	1	4	1	4	3	13.00	\$ 2,720
2	Initial Study	1	16	8	30	30	85.00	\$ 15,663
3	Project Coordination		2		3	3	8.00	\$ 1,451
4	Project Management	1	4				5.00	\$ 1,401
Total Hours		3	26	9	37	36	111	
Total Labor Costs		\$ 1,023	\$ 6,890	\$ 2,106	\$ 6,068	\$ 5,148		\$ 21,235

PROJECT COST ESTIMATE SUMMARY TABLE

ESA Labor Cost		\$ 21,235
ESA Labor Technology and Data Management Fee -----	3%	\$ 637
PROJECT TOTAL		\$ 21,872









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Final Audit Report

2024-06-20

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By:	Annakaren Larriva (alarriva@esassoc.com)
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