

**AMENDMENT NO. 3 TO
NAPA COUNTY AGREEMENT NO. 240200B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 240200B (Amendment No. 3) is made and entered into as of this 7th day of May 2024, by and between NAPA COUNTY, a political subdivision of the State of California (COUNTY) and Kimley-Horn and Associates, Inc., a North Carolina Corporation whose business address is 2121 S. El Camino Real, Suite 550, San Mateo, CA 94430, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR are collectively referred to in this Amendment No. 3 as “Parties.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 240200B (Agreement) on November 7, 2023, for CONTRACTOR to prepare environmental and bid documents, assist with right-of-way acquisition, and provide other professional services related to a segment between Yountville and St. Helena of the Napa Valley Vine Trail (Vine Trail), a cycling and pedestrian pathway; and

WHEREAS, the services to be provided by CONTRACTOR are divided into twelve tasks, only the first seven of which (Task Nos. 1-7) are funded and authorized by COUNTY to commence; and

WHEREAS, the Parties amended the Agreement on December 28, 2023, to allow CONTRACTOR to prepare plat maps, for use in discussions with property owners about obtaining access for the Vine Trail, work which is currently included in Task No. 9; and

WHEREAS, the Parties amended the Agreement on April 9, 2024, to allow CONTRACTOR to support preparing a Safe Streets and Roads for All grant application, collect bicycle and pedestrian counts for grant applications, value engineer the cost estimate, perform additional utility mapping, and prepare alternatives exhibits for use in discussions with property owners along the Vine Trail; and

WHEREAS, the Parties desire allow CONTRACTOR to prepare an environmental impact report (EIR) for the Project instead of the mitigated negative declaration (MND) in the Agreement; and

WHEREAS, the estimated cost of preparing an EIR is \$178,165.10; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to update the scope of work and compensation rates.

TERMS

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend Agreement No. 240200B as follows:

1. Paragraph 2 "Scope of Work" is hereby amended to read in full as follows:

Scope of Work. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A," Exhibit "A-1," and Exhibit "A-2," attached hereto, in accordance with the RFP and CONTRACTOR's proposal, incorporated by reference herein. Because the funds necessary to complete the project have not been secured, the Scope of Services for this Agreement currently consists only of Tasks 1 through 7 as set forth in CONTRACTOR's proposal, excluding any optional tasks, preparation of the plat maps described in Task 9, and preparation of an EIR. COUNTY and CONTRACTOR intend to amend this Agreement to add the remaining tasks as funding for the services becomes available. CONTRACTOR shall perform the services in accordance with the "schedule of work" set forth in CONTRACTOR's proposal, as adjusted by the dates COUNTY and CONTRACTOR amend the Agreement to add the remaining tasks in CONTRACTOR's proposal.

2. Paragraph 3 "Compensation" is hereby 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 hourly billing rates set forth in Exhibit "B," Exhibit "B-1," and Exhibit "B-2," 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," Exhibit "B-1," and Exhibit "B-2."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed TWO MILLION, FOUR HUNDRED AND EIGHTEEN THOUSAND, NINE HUNDRED AND TWENTY-FIVE DOLLARS AND FIFTY-SEVEN CENTS (\$2,418,925.57), consisting of TWO MILLION, THREE-HUNDRED AND FORTH THOUSAND, TWO HUNDRED AND NINETY DOLLARS AND FIFTY-EIGHT CENTS (\$2,340,290.58) for Tasks 1 through 7 and the plat maps described in Task 9, and SEVENTY-EIGHT THOUSAND DOLLARS, SIX HUNDRED AND THIRTY-FOUR DOLLARS AND NINETY-NINE CENTS (\$78,634.99) for expenses; 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.

(d) Annual Appropriation of Funds. CONTRACTOR acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors

appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. COUNTY is not obligated to pay CONTRACTOR, nor is CONTRACTOR obligated to provide further services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3. This Amendment No. 3 represents all the changes to the Agreement agreed to by the parties. No other enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 3 shall remain in full force and effect.

4. This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to Napa County Agreement 240200B as of the date written on the first page of this Amendment.

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Michael L. Mowery
By: _____
MIKE MOWERY, Sr. Vice President

DocuSigned by:
John Pulliam
By: _____
JOHN PULLIAM, Assistant Secretary

NAPA COUNTY, a political subdivision of the State of California

By: _____
JOELLE GALLAGHER, Chair
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>April 24, 2024</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ 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-2



April 24, 2024

Mr. Graham Wadsworth, P.E.
Engineering Supervisor
Public Works Department
County of Napa
1195 3d Street – Suite 101
Napa, CA 94559

RE: Scope and Fee Proposal for additional tasks related to the Napa Valley Vine Trail from Yountville to St. Helena (Amendment 3)

Dear Mr. Wadsworth:

Kimley-Horn has prepared the following scope of work and fee for additional work related to the Napa Valley Vine Trail from Yountville to St. Helena. We anticipate this work will be incorporated into what will become Amendment 3 to our contract with the County of Napa for this project. This includes the following items of work:

- Prepare a CEQA Environmental Impact Report (EIR) in lieu of the originally scoped Initial Study/ Mitigated Negative Declaration (IS/MND)

Scope of Services

As requested by Napa County ("County"), Kimley-Horn and Associates, Inc. ("Kimley-Horn") proposes the following modified scope of services listed below to support the change from a CEQA IS/MND to an EIR.

All references to the IS/MND in the existing scope of services are now assumed to refer to an EIR.

TASK 5 - ENVIRONMENTAL STUDIES AND DRAFT ENVIRONMENTAL DOCUMENTS

TASK 5.3 - Draft Environmental Document

The following details the scope of work to prepare the DED.

Project Description and Alternatives

Kimley-Horn will prepare a draft of the project description including all referenced figures. The project description will provide a detailed, yet concise, description of the proposed project. Any discretionary actions needed to implement the project will be identified. The project description will also include an environmental setting component to detail the

existing physical setting and characteristics of the project site, as well as the setting and character of adjacent land uses and the surrounding area. This task includes up to one round of review in response to County's comments. It is intended that this Project Description could be used in the technical studies, the NOP, and the Draft EIR. This task will also conceptually define up to three (3) project alternatives to be included in the Draft EIR evaluation.

Notice of Preparation (NOP)

Kimley-Horn will prepare an abbreviated Environmental Checklist describing which topics will be covered in the EIR and a Notice of Preparation (NOP) for review and approval by the County. This task assumes up to two rounds of revisions in response to County comments. Once finalized, it is assumed the County will send the NOP to the appropriate state agencies and distribute the document with a cover letter to a cooperating, responsible trustee, and other interested/relevant agencies. Kimley-Horn assumes that posting in the local newspaper and any radius mailing will be provided by the County. Comments received in response to the NOP will be evaluated during preparation of the EIR. Additionally, this task assumes up to ten (10) hours of Kimley-Horn staff time participating in a Scoping Meeting, to be organized by the County.

Preparation of 1st Administrative Draft EIR

- ***Introduction and Purpose.*** The Introduction section will cite the provisions of CEQA and the County's CEQA implementation procedures for which the proposed project is subject to. This section will identify the purpose of the study and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies, and documentation incorporated by reference.
- ***Executive Summary.*** Kimley-Horn will provide an Executive Summary for the EIR including a Project Summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives, and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a tabular format.
- ***Project Description.*** The project description will provide a detailed, yet concise, description of the proposed project. The purpose and need for the project will be clearly stated, along with the anticipated (community) benefits of the proposed project. Any discretionary actions needed to implement the project will be identified. The project description will also include an environmental setting component to detail the existing physical setting and characteristics of the project site, as well as the setting and character of adjacent land uses and the surrounding area. The project description will also detail the assumptions made for the CEQA baseline of the analysis. This task assumes that only minor updates to the prior project description would be required.

- ***Environmental Analysis.*** This section will provide an expanded discussion of the environmental issues as presented in CEQA Guidelines Appendix G. Each Appendix G checklist question will be presented and discussed. Kimley-Horn will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual [direct/indirect] and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (Notice of Preparation responses, Public Scoping Meeting; and any other relevant and valid informative sources) also will be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. The Environmental Analysis section of the EIR will thoroughly discuss the existing and baseline conditions for each environmental issue area, as appropriate, and will identify short-term and long-term environmental impacts associated with the project, along with their levels of significance. Feasible mitigation measures, if required, will be recommended to reduce the significance of impacts and identify areas of unavoidable significant adverse impacts even after mitigation.
- ***Cumulative Analysis.*** In accordance with Section 15130(b)(1)(a) of CEQA, this section provides a detailed listing of cumulative projects and actions under consideration for the analysis. Cumulative Impacts, the likelihood of occurrence, and level of severity will be studied. The purpose of this section is to present a listing and description of projects past, present, and anticipated in the reasonably foreseeable future. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the proposed development. Kimley-Horn will consult with County staff to define the appropriate study area for the cumulative analysis. Kimley-Horn will discuss cumulative impacts for each environmental issue area at the end of each resource chapter, focusing on cumulative impacts and levels of severity in the project area at a quantitative and qualitative level. The analysis will include potential future development within the vicinity of the project site. The analysis will focus upon cumulative impacts from recently approved and/or pending projects in proximity.
- ***Alternatives to the Proposed Action.*** Pursuant to the State CEQA Guidelines Section 15126.6, Kimley-Horn will provide an analysis of up to three (3) alternatives for the proposed project. Alternatives will be developed in coordination with the County and one of the three will be a “No Project” alternative. Should alternatives be raised for consideration during the NOP process, Kimley-Horn will review these suggested Alternatives with the County to determine whether or not they merit further consideration and analysis in the EIR.

The EIR will provide a sufficient level of detail to allow decision makers to gain a greater understanding of all alternatives should a determination be rendered to support an

alternative development scenario. This alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

- ***Additional Sections.*** Kimley-Horn will provide additional sections in the EIR to meet CEQA requirements including the following:
 - Effects Found Not To Be Significant. Kimley-Horn will provide a qualitative explanation of issues checked “no” in order to substantiate the conclusions.
 - Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented. The section will be a list of unavoidable adverse impacts associated with the proposed project.
 - Significant Irreversible Environmental Changes Which Would Be Involved In the Proposed Action Should It Be Implemented. This section will discuss changes in the environment and uses on non-renewable resource which will occur as a result of the proposed project which can be considered irreversible or irretrievable will be evaluated and discussed within this section of the EIR.
 - Organizations and Persons Consulted/References. Any state or local agencies, other organizations and private individuals consulting in preparing the EIR will be listed in this section. Kimley-Horn will provide a complete list of reference materials used in preparation of the EIR.
- ***Mandatory Findings of Significance.*** This section of the document will provide a discussion of the project’s impacts, as they relate to the mandatory findings of significance under CEQA. Similar to the discussion in the Environmental Analysis section, a response will be presented for each of the Mandatory Findings of Significance questions. Any mitigation measures developed to reduce adverse impacts will also be identified.
- ***Appendix.*** Technical Studies prepared for the project will be included as appendices to the document.

Once the administrative Draft EIR is completed, it will be presented to the County for review and comment. This task assumes two rounds of revisions in response to County comments (i.e., a 1st and 2nd administrative draft and a screencheck draft). A complete Public Review Draft EIR will be compiled by Kimley-Horn after the County has approved the changes in the Screencheck Draft EIR.

Subtask Deliverables

- 1st Administrative Draft EIR, 2nd Administrative Draft EIR , Screencheck Draft EIR, Public Circulation Draft EIR

5.4 Environmental Meetings and Coordination

This task also includes up to one hundred and eighty (180) hours of Kimley-Horn staff time to manage the Environmental process. This could include general project coordination and management and participation in calls with the County, Caltrans, subconsultants, and stakeholders.

TASK 6 - CIRCULATE DRAFT ENVIRONMENTAL DOCUMENT (DED)

TASK 6.1 - Notices of Availability of DED

The Consultant shall prepare a Notice of Completion and Notice of Availability that announces the availability of the DED for public review, how to comment, and information on the public meeting. The mailing list used for scoping shall be augmented with addresses and contacts received during scoping or afterwards. It is assumed the County will be responsible for mailing.

Task 6.1 Deliverables:

- NOC/NOA
- Updated mailing list.

TASK 6.2 - DED Publication and Circulation

Consultant shall produce up to 25 paper copies for Caltrans, public repositories, and the County of Napa. The Consultant shall provide a PDF version of the document for Web upload by the County of Napa. A transmittal letter with information on how to request or download a copy of the DED shall be developed. The Consultant shall be responsible for sending the electronic copy of the DED to the State Clearinghouse, along with the Notice of Completion/Availability and to the identified library repositories. Kimley-Horn will also post the NOC/NOA with the County Clerk. Any mailing is assumed to be performed by County staff.

Task 6.2 Deliverables:

- DED for public circulation (hard copies and PDF)
- Notice of Completion/Availability, submitted to State Clearinghouse

TASK 6.4 - Public Comment and Response

Consultant will prepare draft responses to Public and Agency Comments on the DED. A comment response matrix shall be developed to aid in the development of responses. Each comment shall be responded to with a copy of the original comment. Due to the uncertain nature of how many public comments may be received, the level of effort for this task is an estimate (165 staff hours) and the County will be billed the actual cost to complete the task.

This estimate is based on the assumption that up to one (1) substantive comment letter would be received during the Draft EIR public circulation period, and a moderate level of non-substantive comments. Any additional work over the agreed upon amount will required prior approval from the County prior to initiating work efforts.

Task 6.4 Deliverables:

- Draft responses to comments

TASK 7 - FINAL ENVIRONMENTAL DOCUMENT

TASK 7.1 - Final Environmental Document (FED)

Consultant shall incorporate the comment letters and responses appendix into the administrative draft FED, as well as changes to the text of the DED, and create a first administrative FED that shall be provided to Caltrans and County for review. To facilitate the County's review, Kimley-Horn will format the Final EIR with underlined text for any new or modified text, and "strike out" any text that has been deleted from the Draft EIR. Kimley-Horn will incorporate the response to comments, mitigation monitoring and reporting program, and other relevant data, as determined necessary, into the Final EIR.

In compliance with AB 3180 (PRC 21081.6), which requires the monitoring of mitigation measures and reporting their implementation to ensure compliance as part of specific project approvals, Kimley-Horn will prepare the Mitigation Monitoring and Reporting Program for the project. Implementation of the mitigation measures and the required monitoring would be linked to specific stages of project development to ensure that all mitigation measures are implemented. This task assumes up to two rounds of review of the MMRP. The final MMRP will be included in the Final EIR.

Task 7.1 Deliverables

- Final Environmental Document (Administrative and Final)
- Final Mitigation Monitoring and Reporting Plan (MMRP)
- QC documentation

TASK 7.2 Completed Environmental Document/Determination

The Consultant shall provide an electronic copy of the signed FED.

Consultant shall prepare the Caltrans Environmental Commitment Record form. The Consultant shall prepare the Notice of Completion (NOC) and the Notice of Determination (NOD), which shall be used by the County of Napa to meet the posting and noticing requirements under CEQA Guidelines Section 15072. Kimley-Horn will post the FEIR and NOD with the State Clearinghouse electronically. This scope assumes the County will file the Notice of Determination (NOD) within five days following project approval. This scope



assumes the County will draft and Findings and Resolutions, as appropriate.

Task 7.2 Deliverables

- Electronic copy of FED
- Notice of Determination and Notice of Completion
- Environmental Commitments Record

Fee Proposal

We propose to perform the Scope of Services outlined in on a time and materials fee, not to exceed the fee in the attached spreadsheet (**\$ 178,165.10**).

We appreciate the opportunity to provide these additional services to you and look forward to working with you to deliver this project. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "John Pulliam".

John Pulliam, P.E.

#C68876

**COUNTY OF NAPA
Napa Valley Vine Trail
Amendment 3**

Exhibit B-2

**DO NOT PRINT ROW
INTERNAL USE ONLY**

Brecheisen
Ogilvie
A. Patel
Doolan
Schramm
D. Hall
 L'Hommedieu
K. Schmidt
Wyss, H. Wong
T. Brown
M. Wood
Blanford
 Fisher
Leach
Fonseca
Carpenter
Boggs
Vermeulen
 Interns
Zapata
 Bay Admins
A. Hernandez

Kimley-Horn and Associates, Inc.													TOTAL HOURS	TOTAL COST
Name	John Pulliam	Emily Mohney	Peter Meyerhofer	Sr. Professional IV	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst	Technical Support	Project Support		
Category/Title	Project Manager	Deputy PM / Engineering Lead	Principal-in-Charge/ Tech Advisor											
Direct Rate	\$104.82	\$66.26	\$92.50	\$137.46	\$119.70	\$100.34	\$82.72	\$67.03	\$56.97	\$46.21	\$34.11	\$46.68		
Billing Rate	\$335.76	\$212.24	\$296.30	\$440.31	\$383.42	\$321.41	\$264.97	\$214.71	\$182.49	\$148.02	\$109.26	\$149.52		
Task 5	Environmental Studies and Draft Environmental Documents	10	15					224	195	190			634	\$ 118,344.64
5.3	Draft Environmental Document													
5.3.1	First Admin DEIR													\$ -
	Define PD/Alts	4	3					18	19	5			49	\$ 10,051.87
	NOP/Scoping	2	2					7	8	5			24	\$ 4,798.96
	DEIR Draft							70	48	95			213	\$ 37,850.85
5.3.2	Second Admin DEIR	2	5					20	30	40			97	\$ 17,422.28
5.3.3	Screencheck DEIR	2	5					10	20	30			67	\$ 11,970.13
5.3.4	Public DEIR							9	10	15			34	\$ 5,977.54
5.4	Env Meetings and Coordination							90	60				150	\$ 30,273.03
Task 6	Circulate Draft Environmental Document (DED)	8	12					50	52	75	24		221	\$ 39,181.45
6.1	Notices of Availability of DED							6	2	5			13	\$ 2,393.33
6.2	DED Publication and Circulation							9	8	10	16		43	\$ 6,620.64
6.4	Public Comment and Response	8	12					35	42	60	8		165	\$ 30,167.48
Task 7	Final Environmental Document	1						9	18	34			62	10,586
7.1	Final Environmental Document (FED)	1						5	6	18			30	\$ 5,168.57
7.2	Completed Environmental Document/Determination							4	12	16			32	\$ 5,416.98
	TOTAL HOURS	19	27					283	265	299	24		917	
	Subtotal Labor:	\$6,379.41	\$5,730.57					\$60,762.88	\$48,358.72	\$44,257.80	\$2,622.26			\$ 168,111.64
	Other Direct Costs													\$ 10,053.46
	Outside Printing													\$ 10,053.46
	TOTAL COST:													\$ 178,165.10