

**AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 250309B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 250309B is made and entered into as of this _____ day of August, 2025, 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 Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, on February 4, 2025, County and Consultant entered into Agreement No. 250309B ("Agreement") for Consultant to provide design engineering services for the Runway 6-24 PCC Joint Rehabilitation Project at the Napa County Airport; and

WHEREAS, due to delays in receiving confirmation from the FAA that the project would be eligible for grant funding, County will not be proceeding with the construction phase at this time; and

WHEREAS, County desires to compensate Consultant for some extra work they performed at County's request and to remove construction bid support from the scope of services because construction will not proceed at this time; and

WHEREAS, additional design services are needed to complete an emergency repair on Runway 6-24 lighting;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant hereby amend Agreement No. 250309B as follows:

TERMS

1. Paragraph 1.1 of the Agreement is amended to read as follows:

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, as modified by Exhibit A-1 to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and any amendments thereto, their Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant's proposal or statement of qualifications.

2. Paragraph 3.1 of the Agreement is amended to read as follows:

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant according to the phases and compensation and fee schedule set forth in Exhibit B, as modified by Exhibit B-1.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.


3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Eighty Thousand, Seven Hundred Dollars and Zero Cents (\$80,700.00) 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.

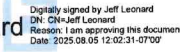
2. Exhibits A-1 and B-1 attached to this Amendment No. 1 are hereby incorporated into the Agreement.
3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.
4. This Amendment No. 1 may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties had executed the same page. This Amendment may be executed by facsimile or electronic (.pdf) signature and shall constitute an original for all purposes.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement No. 250309B is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officers.

MEAD & HUNT, INC.

By  2025.08.01 14:49:02-07'00'
ALEX RADOVANOVICH, Vice President

By  Jeff Leonard
JEFF LEONARD, Vice President

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>July 3, 2025</u> PL Doc. No. 134248</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-1
SCOPE OF SERVICES

The Scope of Services set forth in Exhibit A to the Agreement is hereby modified as set forth in the “Client Contract Amendment” from Consultant to County dated June 6, 2025 and July 21, 2025, which is hereby incorporated into this Exhibit by reference as if fully set forth herein.

**EXHIBIT B-1
COMPENSATION AND FEE SCHEDULE**

The Compensation and Fee Schedule set forth in Exhibit B to the Agreement is hereby modified as set forth herein:

This Amendment is for the removal of the Bid Administration work efforts in Phase 3 and adding a Phase 4 for Emergency Threshold Lighting Repair on Runway 6-24. This Amendment results in an increase to the total Project cost of Nine Thousand Two Hundred Sixty-Eight Dollars (\$9,268), as shown on the table below. This Amendment results in a revised contract amount of \$80,700 for the total Project.

Phase No.	Description	Amount
1	Additional sheets to plan set to accommodate sheet size request	\$ 4,176
2	Additional asphalt pavement rehabilitation area to the scope	\$ 4,000
3	Remove Phase 3 (Bid Admin) from project scope	\$ (14,526)
4	Rwy 6-24 Threshold Light Emergency Repair	\$ 15,618
This Change Order Total		\$ 9,268
Previous Change Order(s) Total		\$ 0
Original Contract Total		\$ 71,432
Revised Contract Total		\$ 80,700

