

**AMENDMENT NO. 2  
NAPA COUNTY AGREEMENT NO. 230266B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO 230266B** is made and entered into as of this 3rd day of December, 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 19<sup>th</sup> 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 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 amended the Agreement to increase the maximum compensation to fund additional work needed to complete ALUCP update.

**WHEREAS**, COUNTY and CONTRACTOR now wish to further amend the Agreement to increase the maximum compensation to fund final work needed to complete the ALUCP update.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR amend Agreement No. 230266B 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 FOUR HUNDRED NINETEEN, NINE HUNDRED NINETY-FOUR dollars (\$419,994) for professional services, which includes a total of FORTY THOUSAND dollars (\$40,000) for additional work requested by the Executive Director of the ALUC, or designee, 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. 2 to the Agreement was executed by the parties hereto as of the date first above written.

MEAD & HUNT

By: \_\_\_\_\_

Jeff Leonard, PE  
Vice President

DocuSigned by:



By: \_\_\_\_\_ 11/15/2024

54366B115FE848C

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>November 15, 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>
---	--	--



COUNTY OF NAPA PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

CONTRACT AMENDMENT

November 7, 2024

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. 2, Napa Countywide Airport Land Use Compatibility Plan (ALUCP) Update
Ongoing Planning Support Services

Dear Ms. 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 & 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 November 6, 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 / Negative Declaration, public comments received on the draft ALUCP, and changes to the draft plan as specified by Addendums No. 1 and No. 2. At the November 6th hearing, the ALUC decided to continue the public hearing on December 4, 2024, and directed COUNTY ALUC staff and the CONSULTANT to prepare a final list of changes to the proposed ALUCP based on the revisions discussed at the November 6th hearing.

### **Amended Scope of Services**

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

#### ***Additional Services Provided Between October 28 – November 6, 2024***

- Preparation of Response to Comment Matrix and Addendum No. 1 for client submittal on 11/01/24
- Preparation of Response to Comment Matrix and Addendum No. 2 for client submittal on 11/05/24
- Preparation of PowerPoint presentation for Nov. 6 ALUC Hearing
- Attendance by two Mead & Hunt staff at Nov. 6 ALUC Hearing

#### ***Services To Be Provided Between November 7 – December 31, 2024***

- Revise Angwin Airport exhibits to reflect correct property boundary
- Participate in a virtual meeting with LAFCO representative and contact other ALUCs to determine ALUC's role in reviewing sphere of influence proposals
- Review and respond to additional comments on the draft ALUCP
- Assess other changes to the draft ALUCP based on additional comments received from agencies, public, and ALUC
- Prepare addendum to draft ALUCP
- Prepare a complete Final Draft ALUCP incorporating and highlighting all the changes listed in the addendum
- Prepare for and attend the December 4<sup>th</sup> 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: December 4, 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 No. 2.

The CLIENT will pay the CONSULTANT an increase of **Forty Thousand Dollars (\$40,000)** for the work performed under this Amendment. This Amendment results in an increase of the budget from \$379,994 to a revised contract amount of \$419,994 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 \$40,000 limit.

Task	Fee Estimate (range)	
<b>Additional Work Completed</b>		
Additional work conducted between Oct. 28 - Oct. 31, 2024	\$2,140	\$2,140
Additional work conducted between Nov. 1 - Nov. 6, 2024	\$11,262	\$11,262
<b>SUBTOTAL</b>	<b>\$13,402</b>	<b>\$13,402</b>
<b>Additional Work Anticipated</b>		
Update Angwin Airport exhibits to reflect updated PUC property boundary	\$1,048	to \$2,098
LAFCO/ALUC coordination regarding Sphere of Influence	\$2,000	to \$2,500
Response to public comments	\$5,000	to \$8,000
Prepare Addendum No. 3	\$3,000	to \$6,000
Prepare Final Draft ALUCP	\$2,000	to \$3,000
ALUC Hearing preparation and attendance (one trip, up to 2 staff)	\$3,000	to \$5,000
<b>SUBTOTAL</b>	<b>\$16,048</b>	<b>\$26,598</b>
<b>TOTAL</b>	<b>\$29,450</b>	to <b>\$40,000</b>

**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.
- 

Respectfully submitted by,

MEAD AND HUNT, INC.



Maranda Thompson

Project Manager

Approved by: MEAD AND HUNT, INC.



Jeff Leonard

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.