

**AMENDMENT NO. 7 TO
NAPA COUNTY AGREEMENT NO. 240200B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 7 TO AGREEMENT NO. 240200B (Amendment No. 7) is made and entered into as of this 5th day of May, 2026, 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. 7 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 amended the Agreement on May 24, 2024, with a budget increase of \$178,111.68 to allow CONTRACTOR to support preparing an environmental impact report (EIR) for the Project instead of the mitigated negative declaration (MND) in the Agreement; and

WHEREAS, the Parties amended the Agreement on September 10, 2024, to allow CONTRACTOR to support preparation of an Active Transportation Infrastructure Investment Program (ATIIP) grant application, perform additional traffic data collection and property boundary work, participate in stakeholder meetings, expand the Natural Environment Study and wetland survey for an alternative alignment, revise the Area of Potential Effect Map to comply

with new Caltrans requirements, design additional railroad crossings, and prepare the 65% plans, specifications and estimate (Task 10); and

WHEREAS, the Parties amended the Agreement on May 20, 2025, to allow CONTRACTOR move part of the budget for the 65% plans, specifications and estimate (Task 10) to complete additional engineering and environmental studies, and change the NEPA document from a Categorical Exclusion (CE) to an Environmental Assessment (EA) to include Alternative Alignment 4 (mostly Tasks 4, 5 and 6); and

WHEREAS, the Parties amended the Agreement on November 18, 2025, to allow CONTRACTOR move the budget for the Final Environmental Document (Task 7) and the budgets for two subconsultants performing work across multiple tasks to the budgets for Data Collection (Task 2), Engineering Studies and Project Report (Task 4), and Environmental Studies and Draft Environmental Documents (Task 5) in support of design and environmental studies related to a scope change at the Bale Slough crossing; and

WHEREAS, the Parties desire to amend the Agreement to allow CONTRACTOR to prepare an XP1 Plan and Report for inclusion in the NEPA EA and CEQA EIR (Task 5.2); and

WHEREAS, this amendment will increase the Maximum Amount of the Agreement to \$4,834,091.61 and will not extend the Agreement's term; and

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

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," Exhibit "A-2," Exhibit "A-3," Exhibit "A-4," Exhibit "A-5," and Exhibit "A-6" 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 6 as set forth in CONTRACTOR's proposal, excluding any optional tasks, preparation of the plat maps described in Task 9, preparation of an EIR, preparation of the 65% PS&E in Task 10, and additional grant support in Task 12. 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," Exhibit "B-2," Exhibit "B-3," Exhibit "B-4," Exhibit "B-5," and Exhibit "B-6" 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," Exhibit "B-2," Exhibit "B-3," Exhibit "B-4," and Exhibit "B-5."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed FOUR MILLION, EIGHT HUNDRED AND TWENTY-FOUR THOUSAND, AND NINETY-ONE DOLLARS AND SIXTY-ONE CENTS (\$4,824,091.61), consisting of FOUR MILLION, SIX HUNDRED AND FIFTY-SIX THOUSAND, ONE HUNDRED AND FOURTY DOLLARS AND TWELVE CENTS (\$4,656,140.12) for Tasks 1 through 6, the plat maps described in Task 9, and the 65% design in Task 10, and ONE HUNDRED AND SEVENTY-SEVEN THOUSAND, NINE HUNDRED AND FIFTY-ONE DOLLARS AND FOURTY-NINE CENTS (\$177,951.49) 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. 7 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. 7 shall remain in full force and effect.

4. This Amendment No. 7 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. 7 to Napa County Agreement 240200B as of the date written on the first page of this Amendment.

KIMLEY-HORN AND ASSOCIATES, INC.

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

Signed by:
By: John Pulliam
JOHN PULLIAM, Assistant Secretary

NAPA COUNTY, a political subdivision of the State of California

By: _____
AMBER MANFREE, Chair
Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: Ryan FitzGerald (e-sign)
Deputy County Counsel

Date: April 20, 2026

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date: _____

Processed by:

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board

By: _____

RDS 23-19 NVVT Y to SH RFP Scope of Services (Amendment 7)

Exhibit A-6

This amendment includes scope of services related to additional work requested by Caltrans on the Archeology Survey Report (ASR), additional work related to preparing and getting Caltrans approval for an Extended Phase 1 (XP1) testing plan, and the corresponding XP1 fieldwork and report preparation. A budget is included to cover the potential need to contract with and include Native American monitoring of the XP1 fieldwork. This amendment also includes time for Kimley-Horn to oversee this work and also for the design team to coordinate with Caltrans and Pacific Legacy related to the scope of XP1 testing necessary. This amendment includes engineering, permitting, and traffic control support for XP1 testing. This amendment includes time to remove Alternative 0 Option C from relevant environmental studies, since this Alternative alignment over Sulfur Creek is no longer under consideration and its continued inclusion in the project would require significant XP1 testing. Finally, this amendment restores budgets needed for Tasks 7 and 9.

Budget additions to fund this amendment are as follows:

- Task 5 – Environmental Studies and Draft Env Documents: \$61,730.31
- Subconsultant Pacific Legacy: \$382,501.88
- Subconsultant Traffic Management International: \$24,449
- Subconsultant Budget for Option C Removal: \$8,000
- Subconsultant Budget for Native American Monitoring: \$80,000
- Task 7 – Final Environmental Document: \$43,862.15
- Task 9 – Right-of-Way Acquisitions: \$2,919.77
- Subconsultant ARWS: \$50,000

Total additional amount for Amendment 7: \$653,463.11

The following scope changes for this amendment are as follows:

TASK 5 – ENVIRONMENTAL STUDIES AND DRAFT ENVIRONMENTAL DOCUMENTS

TASK 5.2.6 – Archeological Survey Report

Pacific Legacy will perform additional Caltrans-requested work for the ASR including a geoarchaeological sensitivity section and related maps.

TASK 5.2.8 – Historic Property Survey Report

Pacific Legacy will proceed with preparing a larger and more complex HPSR than originally scoped, as required by the project scope.

Task 5.2.6.1 – Extended Phase 1 (XP1)

RDS 23-19 NVVT Y to SH RFP Scope of Services (Amendment 7)

Pacific Legacy will prepare a XPI testing plan, including addressing Caltrans comments. The original XPI testing plan scope included five (5) locations, and this scope expands that to include eleven (11) locations, along with GIS analysis of design elements, geoarchaeological identification of areas of high sensitivity requiring testing, and resources specific research to focus testing efforts for sites within the APE. Scope includes multiple meetings with Pacific Legacy and Kimley-Horn to clarify location specific ground disturbance to inform XPI testing plan to clarify depth and breadth of subsurface disturbance due to design uncertainties of the 35% plan design stage. Scope also includes additional project management meetings and coordination, and one round of review and revisions to the XPI plan.

XPI Fieldwork: Per the XPI Proposal, XPI investigations will take place at 11 locations using a combination of manual excavation and mechanical coring. XPI testing locations include nine previously identified archaeological sites, three locations of proposed deep construction related excavation with large footprint (greater than signpost holes), two locations in archaeologically sensitive landforms adjacent to perennial creeks. The fieldwork budget assumes five 5-day rotations for a team of five for the manual excavations and eight days of mechanical coring over two rotations by a team of two.

- Native American Coordination – Assumes all contracting and the majority of consultation efforts will be completed by the County or Caltrans. This task includes time for PLI to coordinate with a tribal monitor regarding the specifics and schedule of XPI fieldwork that may be monitored.
- XPI fieldwork scope includes prefield coordination to cover prefield activities including USA marking and ticket management, mobilization and demobilization, and travel and field logistics.
- XPI lab work –includes core analysis at PLI laboratory, wet screening, basic inventory level cataloging of cultural materials, basic preparation for reburial/return to tribes/client.
- ODCs include – travel costs (per diem, lodging), vehicle rental, coring rig subcontractor, AMS dating for materials from core.

XPI Reporting: Reporting will follow the requirements and guidelines of Caltrans' Standard Environmental Reference Volume 2 Cultural Resources, Exhibit 5.3 Extended Phase I Report Format and Content Guide. The report will include sections describing the project, site context, scope of work, study results, summary and conclusions, and will include figures and graphics. DPR 523 site record updates will be prepared for each investigated resource, site records will be included as an Exhibit to the report. The results of this study will inform the project impacts for the draft EA. We assume the report will have two rounds of review and comment.

Assumptions for XPI Fieldwork and Reporting

- Manual excavation will be completed by field crew of five archaeologists (one field director and four experienced archaeologists).
- Manual excavation can be completed in five 5-day rotations.

RDS 23-19 NVVT Y to SH RFP Scope of Services (Amendment 7)

- Manual excavation will consist of a maximum 104 shovel probes excavated to 60 cm plus 10 ft. deep hand auger.
- Assume 8 days of coring for locations of deep disturbance (greater than 10 ft.).
- Mechanical coring will be completed by a team of two including Senior Geoarchaeologist and an archaeologist.
- Coring will be completed in nine days of field work including travel over two rotations (one 4 day and one 5 day- rotation).
- All cultural materials will be redeposited on the site.
- No materials will be prepared for curation.
- Informal field inventory will be prepared, no formal catalog.
- Lab processing for cores only, any cultural materials recovered will be redeposited on site.
- No cultural materials will be collected (unless part of a deep core).
- Kimley-Horn will provide all necessary permits (Encroachment, Railroad).
- Permissions to Enter (PTE) for access to private property will be provided by Client.
- Two rounds of XPI report review, with minimal comments.
- Site record (DPR 523) updates will be made for the nine previously identified resources included in the XPI.
- Up to two DPR 523 form site records will be prepared for newly identified resources.
- No or very minimal changes to APE and ADI.
- No resources will be evaluated for the NRHP or the CRHR.
- Site Evaluations, Phase II Testing and associated documents, FOE, ESA Action Plan, PRDMP are not included in this cost.

Task 5.2.6.2 – Engineering, Permitting, and Traffic Control for XPI Fieldwork

Kimley-Horn staff will support the XPI fieldwork and associated traffic control work by coordinating with, and if necessary, acquiring encroachment permits from Caltrans, Napa Valley Wine Train, and Napa County for work within their jurisdictions. We assume that the existing Caltrans encroachment permit will permit the XPI fieldwork, including any needed traffic control work, and that we will work with Caltrans to update the permit as needed to reflect this additional work. We assume that Caltrans standard shoulder closure traffic plans will be sufficient for their traffic control plan requirements.

We will contract with and manage the traffic control subconsultant, Traffic Management International, to have them perform traffic control work to support the XPI testing, up to their maximum budget.

Our team will identify private property access needs and provide this information to the County and the Napa Valley Vine Trail Coalition. We assume that the County and coalition will take the lead on contracting private property owners to gain access for XPI testing. Kimley-Horn will support these efforts, with up to 4 hours of work, to prepare exhibits for owners if required to gain their approval.

RDS 23-19 NVVT Y to SH RFP Scope of Services (Amendment 7)

Traffic Control: Traffic Management International (TMI) will provide traffic control services to support the XP1 testing. We have developed a budget for TMI assuming that up to fifteen (15) days of shoulder closures may be required, and that up to three (3) days of Lane Shift work may be required. This provides for a total TMI budget of \$22,226. We assume that CMS boards will not be required by Caltrans. This assumption is based on Pacific Legacy needing up to 25 days to complete their testing work.

Native American Monitoring: Budget is included for a potential Native American subconsultant to providing monitoring during ground disturbance. This cost assumes that fieldwork, lodging, per diem, and mileage would be part of a future contract with a Native American subconsultant. The \$80,000 budget is an estimate, and actual costs may be greater.

Task 5.2 Deliverables

- XP1 Testing Plan and Report

TASK 7 – FINAL ENVIRONMENTAL DOCUMENTS

Amendment 6 reallocated the entire budget from Task 7 into other tasks. Amendment 7 replaces that budget to fully fund Task 7.

TASK 9 – RIGHT-OF-WAY ACQUISITIONS

Amendment 6 reallocated \$50,000 of budget from subconsultant ARWS into other tasks. Amendment 7 replaces that budget to fully fund ARWS.

This amendment funds Kimley-Horn's original Task 9 budget of \$2,919.77 which was not included in the original contract.

Exhibit B-6

Napa Valley Vine Trail - Yountville through St. Helena, RDS 23-19

Agreement 240200B with Kimley-Horn Amendment 7 Summary

Task	Description	Amount
1	Project Management for the PA&ED Phase	\$ -
2	Data Collection	
3	PSR-PDS - Project Initiation Document	\$ -
4	Engineering Studies and Project Report	
5	Environmental Studies and Draft Environmental Documents	\$ 61,730.31
6	Circulate Draft Environmental Document (DED)	\$ -
7	Final Environmental Document	\$ 43,862.15
8	Project Management for the ROW, PSE and DSDC Phases	\$ -
9	Right-of-Way Acquisitions	\$ 2,919.77
10	Plans, Specifications and Estimates (PS&E)	\$ -
11	Design Services During Construction	\$ -
12	Local Assistance Procedures Manual Compliance/Funding Assistance	\$ -
	Other Direct Costs	\$ -
	Subconsultants - additional	\$ 544,950.88
	Subconsultants - reduction	\$ -
	Optional Task 5.2.7	\$ -

Amendment 7 Total	\$ 653,463.11
Fee through Amendment 6	\$4,180,628.50
Fee with Amendment 7	\$ 4,834,091.61

Task/Category	Name	SUBCONSULTANT NAME											Total Hours	Total Costs			
		March Ballard Task Order \$64.00 Direct Rate \$183.69 Billing Rate 24	Scott Shrimling Contract \$77.00 Billing Rate \$221.00	Charon Blosser Production \$16.00 Billing Rate \$103.33	Graham Dallbord Geotechnical \$33.50 Billing Rate \$153.56	Aspek Tran GIS \$43.00 Billing Rate \$123.42	Federico Pergalli Archaeologist \$42.00 Billing Rate \$120.55	Bhavana Mundt Senior Architect \$45.00 Billing Rate \$120.16	Ebana Reese Historian \$44.00 Billing Rate \$126.29	Matthew Morrison Archaeologist \$30.00 Billing Rate \$86.11	Victoria Luchinell Archaeologist \$75.50 Billing Rate \$73.13						
Task 1	Project Management for the PAEED Phase	24	6	6	16	0	0	0	0	0	0	0	0	0	0	68	\$ 10,878.17
1.1	Coordination and Meetings															0	\$ -
1.2	Management & Administration	24	6	6	16	0	0	0	0	0	0	0	0	0	0	68	\$ 10,878.17
1.3	Project Controls															0	\$ -
Task 2	Date Collection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.1	Data Collection & Review															0	\$ -
2.2	Bicycle and Traffic Data Collection															0	\$ -
2.3	Supplemental Surveys															0	\$ -
2.4	Geometric Refinement															0	\$ -
2.5	Geometric Refinement															0	\$ -
Task 3	Right-of-Way and Project Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
3.1	Right-of-Way and Project Study															0	\$ -
3.2	Geometric Layouts, Typical Sections and Profiles															0	\$ -
3.3	Engineering Studies															0	\$ -
3.4	Project Study Limit Maps															0	\$ -
3.5	Geotechnical Studies and Preliminary Report															0	\$ -
3.6	Draft Project Study Report / Project Report															0	\$ -
3.7	Project Study Report / Project Report															0	\$ -
Task 4	Environmental Studies and Draft Environmental Public & Agency Scoping Meeting	112	0	6	316	232	164	455	472	532	0	0	0	0	0	2389	\$ 282,307.21
4.1	Environmental Technical Studies															0	\$ -
4.2	Environmental Technical Studies															0	\$ -
	STUDY/SCOPE Proposal (coverpage)	32			80	48	64	80		48						252	\$ 46,285.11
	20				126	32	16	23		436						339	\$ 19,237.36
	32				40	16	16	16		16						116	\$ 21,088.02
	20				40	26	16	40		16						0	\$ -
4.3	Draft Environmental Document															0	\$ -
Task 5	Circulate Draft Environmental Document (DED)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
5.1	Notice of Availability of DED															0	\$ -
5.2	DED Publication and Circulation															0	\$ -
5.3	Public Education & Engagement															0	\$ -
4.5	Public Comment and Response															0	\$ -
Task 6	Final Environmental Document	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
6.1	Final Environmental Document (FED)															0	\$ -
6.2	Complete Environmental Document Administration															0	\$ -
Task 7	Project Management for the ROW, PSE and OS&C Phases	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
7.1	Project Management															0	\$ -
7.1.1	Conduct Project Management and Control															0	\$ -
7.1.2	Develop & Maintain a Quality Control /															0	\$ -
7.1.3	Conduct Project Administration															0	\$ -
Task 8	Right-of-Way Acquisitions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
8.1	Right-of-Way Engineering															0	\$ -
8.2	Right-of-Way Appraisal & Acquisition															0	\$ -
8.3	Right-of-Way Appraisal & Acquisition															0	\$ -
8.4	Right-of-Way Appraisal & Acquisition															0	\$ -
8.5	Right-of-Way Appraisal & Acquisition															0	\$ -
Task 9	Plans, Specifications and Estimates (PS&E)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
9.1	Prepare Base Maps and Plan Sheets for PS&E															0	\$ -
9.2	Updated Traffic Data Analysis															0	\$ -
9.3	Obtain Permits, Licenses, Agreements and															0	\$ -
9.4	Prepare Pathway PS&E (65% and 95%)															0	\$ -
9.4.1	Draft PS&E (65%)															0	\$ -
9.4.2	Pre-Final PS&E (95%)															0	\$ -
9.5	Environmental Mitigation															0	\$ -
9.6	Environmental Mitigation (95% Submittals)															0	\$ -
9.6.1	Draft Structure PS&E (65%)															0	\$ -
9.6.2	Pre-Final Structure PS&E (95%)															0	\$ -
Task 10	Design Services During Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
10.1	Advertising and Bid Support															0	\$ -
10.2	Design Support During Construction															0	\$ -
Task 11	Local Assistance Procedures Manual	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
11.1	Preliminary Engineering Phase															0	\$ -
11.2	Right-of-Way Phase															0	\$ -
11.3	Construction Phase															0	\$ -
TOTAL HOURS		136	6	12	332	232	164	471	472	532	0	0	0	0	0	2357	\$ 293,185.38
Subtotal Labor:		\$2,922.48	\$1,216.05	\$1,239.94	\$50,981.03	\$26,931.41	\$19,770.14	\$62,834.32	\$59,608.94	\$49,898.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 28,516.50	\$ 285,336.00
Other Direct Costs																0	\$ -
Leasing (GSA rates)																0	\$ -
Per Diem (GSA rate)																0	\$ -
Vehicle Rental																0	\$ -
Vehicle Fuel																0	\$ -
Mileage																0	\$ -
Coning Rig																0	\$ -
AMS Date																0	\$ -
TOTAL COST:																\$ 362,501.81	\$ 362,501.81