

**NAPA COUNTY AGREEMENT NO. 240200B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 240200B (Amendment No. 2) is made and entered into as of this 9th day of April, 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.”

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 the Vine Trail segment between Yountville and St. Helena; 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 desire to amend the Agreement 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 estimated cost of preparing a Safe Streets and Roads for All grant application, collecting bicycle and pedestrian counts for grant applications, value engineering the cost estimate, performing additional utility mapping, and preparing alternatives exhibits for use in discussions with property owners along the Vine Trail is \$106,507.54, which can be re-allocated from funds set aside for expenses without increasing the currently authorized maximum contract amount;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

TERMS

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

2. Scope of Work. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” and Exhibit “A-1” 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, and preparation of the plat maps described in Task 9. 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:

3. 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” and 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” and Exhibit “B-1.”

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed two million, two hundred and forty thousand, seven hundred and sixty dollars and forty-seven cents (\$2,240,760.47), consisting of two million, one-hundred and seventy-two thousand, one hundred and twenty-five dollars and forty-eight cents (\$2,172,125.48) for Tasks 1 through 7 and the plat maps described in Task 9, and sixty-eight thousand dollars, six hundred and thirty-four dollars and ninety-nine cents (\$68,634.99) 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. 2 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. 2 shall remain in full force and effect.

4. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 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: _____
C8A5B0C74CCB4AA
MIKE MOWERY, Sr. Vice President

DocuSigned by:
John Pulliam
By: _____
21C0A49EFE2E418...
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>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>March 18, 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-1



March 19, 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 2)

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 2 to our contract with the County of Napa for this project. This includes the following items of work:

- Bicycle and pedestrian counts
- Alternative development and preparation of exhibits
- Additional utility coordination and mapping
- Grant support
- Value Engineering of 35% plan and estimate
- Property owner exhibits

Scope of Services

As requested by Napa County (“County”), Kimley-Horn and Associates, Inc. (“Kimley-Horn”) proposes the scope of services listed in subsequent sections to support additional work not included in the original contract.

Task 2.5: Bicycle and Pedestrian Counts

Kimley-Horn’s subconsultant, IDAX, will conduct additional data bike/ped collection counts at the intersections of Route 29/Rutherford Road and Route 29/Oakville Grade Road.

- Pedestrian and bicycle counts will be collected at each intersection from 6 AM to 6 PM (12 hours) over the course of 7-days.
- Counts will be summarized and compared to the data collected in August 2020 as part of the ATP5 Grant to determine the change in pedestrian and bicycle utilization at the study intersections.
- Kimley-Horn will provide a brief memo summarizing the data and comparison between 2020 and 2024 counts.

- No further analysis will be conducted, and the data will not be used for evaluation in the TEPA or PA&ED phase.

Additional fee: \$10,642.82

Task 3.4: Alternative Development and Exhibits

Kimley-Horn will prepare concept plans for two (2) alternatives to be used for public engagement and coordination with property owners. Both alternatives will show the trail along the west side of State Route (SR) 29 from the Caltrans Crescent at Washington Street to the intersection with Dwyer Road. The first alternative will show the trail alignment assuming no changes to SR 29, and the second alternative will evaluate and show shifting SR 29 to the east in order to locate the trail to the west of SR 29, but also to the east of the existing large trees and drainage ditch along SR 29. The design will attempt to avoid the need for a barrier between the highway and the trail by meeting or exceeding Caltrans clear recovery zone requirements.

Concept plans will show general alignment of the Class I trail on an aerial image. The plan will show Caltrans R/W line (GIS), clear recovery zone line, removal of large diameter trees, potential utility impacts, and basic trail dimensions. If a barrier is required, that will be shown along with proposed gaps for driveways and locations of end treatments.

For the second alternative, the revised alignment of SR 29 will be shown, along with basic highway design geometrics (radii, widths), rough grading limits, and will identify potential impacts with the SR 29 bridge of Lincoln Creek. We will determine whether a barrier is required or not between the trail and SR 29 and will show that on the plans.

Exhibits will be on a strip map with standard Kimley-Horn exhibit border. Existing right-of-way will be shown based on a few different data sources: resolved right-of-way that has already been established by RSA, GIS, Caltrans ROW maps, and parcel quest. The right of way along the highway will be approximated. The background will be based on aerial imagery. Survey is not included. Vertical design is not included and will not be shown on the exhibits.

This task assumes up to one (1) set of non-conflicting County and Coalition comments will be incorporated into the concept plans before presenting to the community.

This task assumes John Pulliam will attend and participate in one (1) community meeting.

Additional fee: \$12,829.48

Task 2.6: Additional Utility Coordination and Mapping

Kimley-Horn will augment the existing utility information to gather missing data and add that into the base map. This includes the following:

- From Mitchell Avenue to Grayson Avenue

- No utility information was gathered along this segment as part of the prior work by the previous consultant.
- From Grgich Hills Estate to California Street (south project limit)
 - RSA/MT has mapped water and portions of electric and gas, however utility information along this segment is incomplete. Additional mapping in this area is recommended to identify and capture missing utility information.

Additional fee: \$9,889.66

Task 1.4: Safe Streets for All (SS4A) Grant Support

Upon receipt of Notice to Proceed, Kimley-Horn's grant preparation lead will coordinate and attend a project kick-off meeting. The primary purpose of this coordination meeting will be to review scope of services and grant application requirements, materials created to-date, discuss proposed safety countermeasures, and to establish a mutually acceptable project schedule which considers the County's timeline for submittal.

Kimley-Horn will prepare or assist the County with the preparation of the SS4A grant, performing tasks as directed including the following:

Application for Federal Assistance (SF-424) – Kimley-Horn will assist the County with completing SF 424. The County will be responsible for final completion and submission on www.grants.gov.

Budget Information for Construction Programs (SF-424C) – Information not available from the design team will be provided by the County. Kimley-Horn will populate this form based on information provided by the County.

Assurances for Construction Programs (SF-424D) – County to complete as part of their submission to www.grants.gov.

Disclosure of Lobbying Activities (SF-LLL) – County to complete as part of their submission to www.grants.gov.

Kimley-Horn will prepare a Draft Key Information Table for review by the County. The County will provide one set of consolidated, non-conflicting comments. Kimley-Horn will address the comments and provide a final Key Information Table to the County for inclusion in the grant application.

Kimley-Horn will review and revise the Draft Narrative prepared by the County/others. Per the grant program, the narrative may not exceed 10 pages in length (12-point Times New Roman and minimum of 1-inch margins on all sides), excluding the cover pages and table of contents.

The County will provide one set of written consolidated comments. Kimley-Horn will address the comments and provide a final Narrative for inclusion in the grant application.

Kimley-Horn will prepare a Draft Self-Certification Eligibility Worksheet for review by the County. The County will provide one set of consolidated, non-conflicting comments. Kimley-Horn will address the comments and provide a final Self-Certification Eligibility Worksheet to

the County for inclusion in the grant application.

Table 3: Supplemental Estimated Budget. Kimley-Horn will provide a brief budget summary and a high-level overview of estimated activity costs, organized by major cost elements, as required by the Notice of Funding Opportunity (NOFO).

Draft figures - Consultant will create or revise existing plans to prepare the following exhibits, figures, and graphics for the application.

- Project Map: Create project exhibits that show the location of the jurisdiction and highlights the roadway network
- Typical cross-sections: Create existing and proposed cross sections
- Crash/Safety Data:
 - Complete Project Area Crash Data Form using USDOT Template
 - Exhibits showing collisions & proposed countermeasures
- Project Cost: Complete the Supplemental Estimated Budget

Additional fee: \$19,785.66

Task 1.5: Value Engineering of 35% Plans and Estimate

Our subconsultant, VSCE, will provide a Value Engineering assessment of the 35% plans and cost estimate for the project. Their team will be augmented with an at-grade crossing expert from Kimley-Horn who is not part of the project team and has not yet worked on the project.

VSCE will hold a 1 to 2-day VE workshop to review the plans with subject matter experts to identify opportunities for cost savings. These will be summarized in a memo back to the County.

They will also review the 11-page cost estimate and provide comments on the proposed unit costs, weighted factors, assumptions on lump sum costs and contingency percentages, and other inputs into the 11-page cost estimate. Their comments will be summarized in a memo back to the County.

A field visit by the subject matter experts to review the project site ahead of the VE workshop will be performed to familiarize the group with the project area.

Additional fee: \$30,505.74

Task 2.7: Property Owner Exhibits

Kimley-Horn will prepare additional exhibits for the NVVTC's use in coordinating with individual property owners. These exhibits will show the proposed trail improvements in relation to private property, identify potential impacts, and show the proposed easement area needed, if applicable.

Kimley-Horn will prepare up to two (2) renderings to show the potential final conditions in relation to private property improvements, for the NVVTC's use in coordinating with property owners.

Additional fee: \$17,711.65



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 (**\$ 101,365.01**).

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

Exhibit B-1

Kimley-Horn and Associates, Inc.														TOTAL HOURS	TOTAL KH COST	SUBCONSULTANT	TASK TOTAL
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				
191.24% Overhead%	Project Manager	Deputy PM / Engineering Lead	Principal-in-Charge/ Tech Advisor										Direct Rate				
190.79% Overhead% w/o FCCM													Billing Rate				
10% Fee%																	
	Bicycle and Pedestrian Counts																
2.5	Bicycle and Pedestrian Counts (Sub: IDAX)												2	\$ 642.82	\$ 10,000.00	\$ 10,642.82	
	Alternative Development and Exhibits																
3.4	4	5				4			16	40		2	71	\$ 12,829.48		\$ 12,829.48	
3.4	Alternative Development and Exhibits												71	\$ 12,829.48		\$ 12,829.48	
	Additional Utility Coordination and Mapping																
2.6								24		32			56	\$ 9,889.66		\$ 9,889.66	
2.6	Additional Utility Coordination and Mapping												56	\$ 9,889.66		\$ 9,889.66	
	Safe Streets for All Grant Support																
1.4						16	10		30	40		4	100	\$ 19,785.66		\$ 19,785.66	
1.4	Safe Streets for All Grant Support												100	\$ 19,785.66		\$ 19,785.66	
	Value Engineering of 35% Plans and Estimate																
1.5	2				10								12	\$ 4,505.74	\$ 26,000.00	\$ 30,505.74	
1.5	Value Engineering of 35% Plans and Estimate (Sub: VSCE)												12	\$ 4,505.74	\$ 26,000.00	\$ 30,505.74	
	Prepare Owner Exhibits																
2.7		12						40		40	6		98	\$ 17,711.65	\$ -	\$ 17,711.65	
2.7	Prepare Owner Exhibits												98	\$ 17,711.65		\$ 17,711.65	
	TOTAL COST:													\$ 65,365.01	\$ 36,000.00	\$ 101,365.01	