

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 3 TO AGREEMENT NO. 220222B (FC)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 (“Amendment No. 3”) **TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220222B (FC)** (“Agreement”) is made and entered into effect as of this _____ day of _____, 2026, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and Sonoma RSA, Inc., a California Corporation dba RSA+, whose mailing address is 1515 4th Street, Napa, California 94559 (“CONTRACTOR”).

RECITALS

WHEREAS, on January 4, 2022, DISTRICT and CONTRACTOR entered into the Agreement for specialized surveying services for the Napa River/Napa Creek Flood Protection Project, as directed by the DISTRICT; and

WHEREAS, on August 22, 2023, DISTRICT and CONTRACTOR signed Amendment No. 1, increasing the maximum compensation ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) to a total of THREE HUNDRED THOUSAND DOLLARS (\$300,000); and

WHEREAS, on October 22, 2024, DISTRICT and CONTRACTOR signed Amendment No. 2, increasing the maximum compensation ONE HUNDRED THOUSAND DOLLARS (\$100,000) to a total of FOUR HUNDRED THOUSAND DOLLARS (\$400,000); and

WHEREAS, DISTRICT anticipates the need for additional specialized surveying services to support the design and construction of the Napa River/Napa Creek Flood Protection Project (Project) as well as other DISTRICT projects on an as needed basis; and

WHEREAS, DISTRICT and CONTRACTOR wish to amend the term of the Agreement to expire no later than June 30, 2031; and

WHEREAS, CONTRACTOR is willing to continue to provide such specialized surveying services, as directed by DISTRICT; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to change the scope of services, maximum compensation, and rates for professional services, effective as of May 12, 2026, to a new total of FIFTY THOUSAND DOLLARS (\$50,000) per fiscal year.

TERMS

NOW, THEREFORE DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

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

Term of the Agreement. The term of this Agreement shall commence on the date first written and shall expire on June 30, 2027, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality, 20 (Taxes), and 21 Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

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

Scope of Services. CONTRACTOR shall provide DISTRICT those services set forth in Exhibit “A,” attached to the original agreement and, as of the effective date of this Amendment No. 3, Exhibit “A-1,” attached to this Amendment 3 and incorporated by reference herein.

3. Paragraph 3(a) of the Agreement is hereby amended to read as follows:

Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit “B,” attached to the original agreement and, as of the effective date of this Amendment No. 3, at the rates set forth in Exhibit “B-1,” attached to this Amendment 3 and incorporated by reference herein.

4. Paragraph 3(c) of the Agreement is hereby amended to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement for the period of January 4, 2022, to May 12, 2026, shall not exceed a total of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) and after May 12, 2026, shall not exceed FIFTY THOUSAND DOLLARS (\$50,000) per fiscal year for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

5. This Amendment No. 3 shall be effective as of the Effective Date first set forth above.
6. Except as provided in paragraphs 1 through 5, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.
7. 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, this Amendment No. 2 is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

SONOMA RSA, INC., a California Corporation
dba RSA+

Signed by:
By Christopher M Tibbits
Christopher M. Tibbits,
Principal

“CONTRACTOR”

NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT, a special
district of the State of California

By: _____
SCOTT SEDGLEY,
Chair of the Board of Directors

“DISTRICT”

APPROVED AS TO FORM
Office of County Counsel

By: Shana A. Bagley
District Counsel

Date: April 27, 2026
[Doc No 13114136]

APPROVED BY THE BOARD
OF DIRECTORS OF NAPA
COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT

Date: _____
Processed By:

Deputy Secretary of the Board

ATTEST: NEHA HOSKINS
Secretary of the Board of
Directors

By: _____

**EXHIBIT A-1
SCOPE OF SERVICES**

I. Description of Goods and/or Services

CONTRACTOR shall provide to DISTRICT on-call land surveying services, within budget, according to established quality control goals, and in conformance with various projects objectives. CONTRACTOR shall be prompt and proactive in communicating with DISTRICT on a continuing basis. It is expected and shall be the responsibility of CONTRACTOR to initiate any necessary contacts with DISTRICT when any questions, concerns, potential delays, or problems arise. CONTRACTOR shall pursue diligently and conscientiously all tasks set forth here, as well as any added tasks which may be determined from time to time.

Project management shall also include active coordination with USACE, the City of Napa and other agencies prudent to a DISTRICT project plus coordination with adjacent property owners on an as-needed basis.

Taks 1 – Survey Projects

- CONTRACTOR shall provide surveying services to DISTRICT on an as needed basis for limited scope projects that arise from the day-to-day operations related to the Flood Project, Watershed Projects, or any other project of DISTRICT.

Task 2 – General Project Management

- CONTRACTOR shall meet with staff of DISTRICT and other team members to review the “survey” project scope of work and schedule(s) for project deliverables. This initial pre-project meeting will also address project coordination and responsibilities and define key project issues and goals.
- CONTRACTOR shall maintain detailed project files (both hard copy and electronic format).

Task 3 – Meetings

- Informal design meetings will be held on an as-needed basis. When important design or right of way decisions are made, informal minutes will be prepared jointly by CONTRACTOR and DISTRICT with distribution to the appropriate team member and project file.

Task 4 – Quality Control

- CONTRACTOR shall implement and maintain the following quality control procedures during preparation of maps and documents related to the project.
 - o CONTRACTOR shall coordinate with the State Lands Commission and the Bureau of Reclamation and comply with Government Code section 27564,

regarding the Napa River's boundary lines. Appropriate information concerning surveys made and other matters connected with the duties of the land surveyor as is required by law shall be furnished to the State Lands Commission.

- Field Data Acquisition, Maps and Descriptions shall be reviewed for conformity to required standards, consistency, and an appropriate survey approach.
- Raw field data, survey calculations, and final mapping products shall be independently checked.
- All related correspondence and memoranda shall be routed to the affected persons and then filed in the appropriate file.
- It is expected that CONTRACTOR shall work directly with DISTRICT.

- Deliverables
 - Copies of "in progress work" with invoices.
 - Minutes of informal design meetings.

Task 5 – Legal Descriptions and Plat Maps

- CONTRACTOR shall prepare maps and descriptions (electronic and physical) upon request by DISTRICT to standard formats sufficient for conveyance deeds of complete and partial property or easements to be acquired or sold.
- Deliverables
 - Draft Plat maps and legal descriptions for review.
 - Final signed legal descriptions and plat maps for recordation with deeds.

Task 6 – General Land and Feature Surveying

- Upon request, CONTRACTOR shall perform field-surveying activities to provide data, such as local topographic information, location of property improvements and notable features or onsite staking to support various projects throughout Napa County. Surveys shall be performed or overseen by licensed staff as required by applicable laws and regulations.
- Deliverables
 - Various as requested.

Task 7 – Record of Survey

- As required, CONTRACTOR shall prepare separate control diagram(s) showing existing and proposed street monument line, benchmarks and monuments used in calculating alignment, improvements, and rights of way. Additionally, CONTRACTOR shall set monumentation establishing the limits of new easement(s), limits of fee take(s) and document the recovered field information and relevant resolution of discrepancies. Record of Surveys shall be processed through the County Surveyor and County Recorder per Napa County Policies.

- Deliverables
 - o Control layout diagram with supplemental traverse points.
 - o Hard copies of Record of Surveys.

Task 8 – Labor Compliance

- It is anticipated that almost all work under this contract would be considered to be associated with a “Public Works” project and fall under the California Department of Industrial Relations (“DIR”) prevailing wage requirements. CONTRACTOR is responsible for complying with these requirements as well as submitting hard copies of payroll information and electronic certified payroll reports showing submission of required information with DIR with all invoices. Invoices will not be paid without associated labor compliance documentation, if required.
- Deliverables
 - o Payroll information.
 - o Receipts for submittals to DIR.

Task 9 – On-Call Civil Engineering Design

- Upon request, CONTRACTOR shall undertake design activities related to ongoing projects of the DISTRICT.
- Deliverables
 - o Draft plans or other design information for review
 - o Final signed plans or other design information as necessary

II. Compliance with Government Code Section 7550

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under direction of DISTRICT pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

III. Schedule

Project schedule will be determined on a case-by-case basis based on the project type and importance.

EXHIBIT B-1
COMPENSATION AND FEE SCHEDULE



ENGINEERING FEE SCHEDULE WITH PREVAILING WAGE RATES

1. Listed herein are prices for the engineering services frequently performed by RSA+. Prices for services not listed will be given upon request.
2. Materials and expenses (subcontracts, fees, meals, travel expenses, etc.) are invoiced at cost plus 15%. Printing and plotting costs (for up to 50 sheets) will be billed per schedule below.
 - a. CADD plot \$10.00 per plot
 - b. Large-format copies, B&W \$ 4.00 per sheet
 - c. Small-format copies, B&W \$ 0.15 per page
 - d. Small-format copies, Color \$ 0.75 per page
3. Invoices will be submitted as agreed and are due upon receipt. Unpaid bills will be considered past due after 30 days from invoice date and will be subject to a late payment charge at the rate of 1½ percent per month, subject to a minimum charge of \$15.00 per month.
4. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to RSA+'s standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-RSA+ standard task organizations.
5. A 3% convenience fee will be charged for each credit card transaction processed.
6. This Fee Schedule is applicable until December 31, 2026, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2027.
7. Travel time is charged at standard billing rates.
8. Tasks involved with or requiring overtime, Code Violation Resolution, Stormwater Exceedance Compliance Assistance, Depositions, Hearings or Court Appearances are charged at 1.5 times at standard billing rates.

PREVAILING WAGE PERSONNEL RATES

Administrative Coordinator	\$100 per hour	Licensed Land Surveyor	\$250 per hour
Assistant Engineer	\$190 per hour	Principal	\$325 per hour
Associate Principal	\$290 per hour	Project Engineer	\$220 per hour
Design Engineer	\$200 per hour	Project Manager	\$255 per hour
Draftsperson	\$140 per hour	Prevailing Wage Survey Crew (2 Man)	\$395 per hour
Engineering Aide	\$125 per hour	Prevailing Wage QSP Stormwater Sampling Technician	\$190 per hour
Engineering Technician	\$180 per hour	Prevailing Wage Additional Field Personnel	\$170 per hour
Lead Engineer	\$240 per hour	Survey Technician	\$180 per hour

Expires 12/31/2026