

AMENDMENT NO. 4

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220223B (FC)

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 4 (“Amendment No. 4”) **OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220223B (FC)** (“Agreement”) is made and entered, effective as of the ___ day of _____, 2025 by and between the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and HDR Engineering, Inc., a Nebraska corporation, whose mailing address is 2365 Iron Point Road, Suite 300 Folsom, CA 95630, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on January 4, 2022, DISTRICT and CONTRACTOR entered into the Agreement for specialized services to complete the design of the Floodwalls North of the Bypass Project (PROJECT) to a 35% level, as directed by the District; and

WHEREAS, on March 14, 2023, and June 18, 2024, DISTRICT and CONTRACTOR amended the Agreement to bring the PROJECT to final design and complete unanticipated additional analyses required for approval from the US Army Corps of Engineers (USACE) for the PROJECT; and

WHEREAS, on November 1, 2024, DISTRICT and CONTRACTOR amended the Agreement to expand the scope of work and related compensation; and

WHEREAS, additional work is needed to support environmental compliance, cultural monitoring and construction management related to PROJECT construction; and

WHEREAS, CONTRACTOR is willing to provide such additional professional services on the PROJECT design; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to modify the scope of work and increase the maximum compensation by \$2,381,711.00 to a new total of \$10,862,062.00 and update the rates.

TERMS

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

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

Scope of services. CONTRACTOR shall provide DISTRICT those services set forth in Exhibit “A,” attached to the original agreement, Exhibit “A-1,” attached to Amendment No. 1, and Exhibit “A-2,” attached to Amendment No. 2, and Exhibit “A-3,” attached to Amendment No. 3, and Exhibit “A-4,” attached to this Amendment No. 4 and incorporated by reference herein.

2. Paragraph 3, subd. (a), of the Agreement as to term of the agreement is hereby amended in full to read as follows:

Rates. In consideration of CONTRACTOR’s fulfillment of the promised work as set forth in Exhibits A, A-1, A-2, and A-3, DISTRICT shall pay at the rates set forth in Exhibit “B,” attached to the original Agreement. Beginning on the effective date of this Amendment No. 4, in consideration of CONTRACTOR’s fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit “B-1,” as attached hereto and incorporated herein to this Amendment No. 4. CONTRACTOR will be allowed to submit an annual rate schedule adjustment each fiscal year based on the current Bay Area Construction Cost Index or another Index at the request of CONTRACTOR and approved by the DISTRICT ENGINEER in writing.

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

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of TEN MILLION EIGHT HUNDRED SIXTY-TWO THOUSAND AND SIXTY-TWO DOLLARS AND ZERO CENTS (\$10,862,062.00) for professional services and 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.

4. This Amendment No. 4 shall be effective as of the Effective Date first set forth above.

5. Except as provided in paragraphs (1) through (4), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 of the Agreement No. 220223B (FC) to be executed as of the date written on the first page of this Amendment.

HDR ENGINEERING, INC., a Nebraska Corporation

By: 
HOLLY L. KENNEDY, Senior Vice President

“CONTRACTOR”

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

By: _____
JOELLE GALLAGHER,
Chair of the Board of Directors

“DISTRICT”

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>June 30, 2025</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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EXHIBIT “A-4”

SCOPE OF WORK

SCOPE OF WORK – AMENDMENT NO. 4

The following Amendment for the Napa River/Napa Creek Flood Protection Project (Project) is for additional work necessary to provide construction management support, biological monitoring support, and cultural resources support as directed by the Napa County Flood Control and Water Conservation District (District). The tasks include pre-construction monitoring as well as support services during construction to implement the Project.

The Scope of Work task structure below is generally consistent with Amendment Nos. 1 through 3, with the addition of new tasks and subtasks as needed. This amendment maintains the current period of performance to March 6, 2028, to include the estimated construction period.

TASK 1. PROJECT MANAGEMENT

Project Management [In Progress]

HDR will provide additional project management services to coordinate the new tasks being added to the scope of work. The Project Management Plan will be revised to include the additional tasks and staff. Monthly progress reports will include a summary of the work performed each month along with a summary of budget and schedule status. Additional technical, budget, or schedule issues will be included in the progress reports as appropriate.

Deliverables:

- Revised Project Management Plan (PDF).
- Monthly progress reports (PDF).

Assumptions:

- There is no extension of the period of performance for the Project.

TASK 2. PROJECT DELIVERY TEAM COORDINATION MEETINGS FOR THE EXTENDED PERIOD OF PERFORMANCE

Weekly District, U.S. Army Corps of Engineers (USACE), and HDR Coordination Meetings [In Progress]

HDR will continue to attend two weekly coordination meetings for the duration of design as scoped under Amendments No. 2 and 3: one meeting with the District, and one meeting with the District and USACE (Project Delivery Team coordination meetings). This amendment includes additional meeting time through September 2025 to cover the final design and preconstruction environmental tasks that was not included in Amendment No. 3 as well as additional coordination meetings with the environmental team to support the tasks discussed below.

Deliverables:

- Meeting agendas and notes (PDF).

Assumptions:

- Weekly coordination meetings will continue through September 2025 consistent with Amendments No. 2 and 3.
- Coordination meetings will be held weekly and attended by up to four HDR staff (PM, Deputy PM, Engineer of Record [EOR], and Environmental Lead). Meetings will be virtual and last up to 120 minutes combined.

TASK 3. ENVIRONMENTAL DOCUMENTATION AND PERMITTING SUPPORT

3.3 Environmental Permitting and Consultation Support

Supplemental Historic Properties Treatment Plan Implementation

Following the field efforts in June 2025, HDR will continue to implement the data recovery program developed and approved in the HPTP. Work is anticipated to take place in Summer 2025. Prior to field efforts, a meeting will occur with Yocha Dehe Wintun Nation and the Mishewal-Wappo Tribes to confirm the additional areas of excavation required for the Project.

Fieldwork will conform to the research design. The District, USACE, and Yocha Dehe and the Wappo Tribes will review and approve any variation from the HPTP, if necessary. SOI-qualified personnel will oversee and directly supervise fieldwork. Fieldwork tasks include a pre-excavation walkover of the site to confirm the location of the excavation units, site photography, mapping, soil profiling, unit backfilling, and archaeological monitoring. Following completion of the data recovery excavation, HDR will sort, process, and analyze the site assemblage.

Based on artifact counts from previous investigations and the June 2025 excavations, HDR assumes that approximately 7,000 lithic artifacts, 70 to 90 flaked and ground stone tools, 500 grams (g) of freshwater and marine shell, 20 beads and ornaments, and 100 faunal remains will be recovered during data recovery excavations. Radiocarbon, flotation, pollen, and microconstituent sample extractions will be completed during fieldwork, prepared in HDR's laboratory, and submitted to the various specialists/laboratories for analysis. No destructive analysis will be performed without consultation with the Tribes.

Assumptions include:

The supplemental data recovery excavation effort will consist of an additional 7.0 cubic meters of cultural deposit and will exclude the postdeposition disturbance observed in the upper approximately 40 centimeters of the site.

A portion of the investigation may be aided by a District-supplied mechanical excavator with archaeological and Tribal monitors on-site to observe the excavated sediment for additional archaeological features. This effort is estimated at no more than 3 days and is included in the fieldwork assumption below.

No historic-era features will be encountered requiring documentation. Recovery of historic-era artifacts will be minimal and is not a focus of the excavation.

No more than five subsurface precontact features, including burials, will be identified during excavation.

Fieldwork can be completed in up to 20 field days with a crew of 6 field archaeologists: 1 Field Director, 1 Crew Chief, 3 Field Archaeologists, and 1 Field Laboratory Technician. Each day will consist of 10 hours, including travel.

The Principal Investigator will be in the field for 90 percent of the time.

Two HDR laboratory technicians will complete laboratory sorting and cataloging at HDR's facility in Sacramento, California.

- Based on the features encountered, special studies may be required and would consist of radiocarbon dates by Beta Analytic, and XRF/OH samples by Northwest Research Obsidian Studies Laboratory and Willamette Analytics. Additional special studies (flotation, pollen analysis, specialized lithic analysis, etc.) may also be required and have been included in the fee estimate. The fee estimate assumes up to \$33,500 for subcontractors to conduct special archaeological studies:
 - Beta Analytic – \$4000 (5 radiocarbon samples)
 - Far Western – \$9,000 (5 flotation samples)
 - Northwest Research Obsidian Studies Laboratory - \$4,500 (300 obsidian samples)
 - Paleo Analytics - \$16,000 (7,000 flakes and 90 tools)
 - Fee includes funds to prepare the artifact for permanent curation but does not include any facility fees.

HDR will complete final curation preparation following completion of special studies and will conform to the standards of the approved curation facility if allowed by the Tribes.

At the completion of fieldwork, HDR will prepare a fieldwork closure memorandum that provides a high level summary of the data recovery efforts including excavated volume, estimated numbers of artifacts, feature descriptions, and any special circumstances encountered during the work.

HDR will prepare a technical report, which will follow a standard *Archaeological Resource Management Report* (published in 1990 by the California Office of Historic Preservation) format, incorporating and considering the results of the previous excavations.

HDR will distribute the technical report to the District, USACE, and participating Native American Tribes for review and comment prior to completion.

Deliverables:

- Draft, Revised Draft, and Final fieldwork closure memorandum (PDF and MS Word).

Assumptions:

- *No historic-era features will be encountered that require documentation.*
- *No more than five subsurface precontact features, including burials, will be identified during excavation.*

- *Supplemental fieldwork will be done in the Summer of 2025.*
- *The Principal Investigator will be in the field for 90 percent of the time.*
- *The number and placement of excavation units may be revised based on observed conditions provided data recovery goals detailed in the HPTP are met.*
- *Laboratory sorting and cataloging will be completed by HDR staff immediately following the completion of fieldwork. Special study samples will be prepared and submitted to technical specialists upon confirmation from the District and in consultation with the Tribes.*
- *Final curation costs will be determined by the specific repository and are not included herein.*
- *Removal, analysis (if allowed), and repatriation of encountered human remains during excavation will follow the approved protocol detailed in the HPTP.*

TASK 4. HAZARDOUS AND TOXIC MATERIALS SUPPORT

No changes or additions to the Scope of Work for this task.

TASK 5. ECONOMICS

No changes or additions to the Scope of Work for this task.

TASK 6. SITE RECONNAISSANCE

No changes or additions to the Scope of Work for this task.

TASK 7. SUPPLEMENTAL SURVEY AND POTHOLING SURVEY FOR FINAL DESIGN

No changes or additions to the Scope of Work for this task.

TASK 8. HYDROLOGY AND HYDRAULICS

Third Party Technical Review for Induced Flooding/Takings Analysis [New Task]

HDR will provide a third party technical review for the Induced Flooding/Takings Analysis that is being performed by RSA under contract with the District. The review will be provided for the hydraulic model and results, as well as the supporting technical memorandum. RSA will provide responses to HDR comments for back check prior to the document being submitted to the District.

Deliverables:

- Quality Control Comments (Excel).

Assumptions:

- HDR will perform one round of review.
- HDR's review of the RSA's work shall not relieve RSA from its responsibility for developing its work in accordance with applicable contractual requirements. HDR assumes no responsibility or liability for RSA's work; including any errors, omissions, or other deficiencies therein; and District will release HDR and look solely to RSA if any such errors, omissions, or deficiencies are ultimately discovered.

TASK 9. SCOUR AND EROSION PROTECTION

No changes or additions to the Scope of Work for this task.

TASK 10. GEOTECHNICAL

No changes or additions to the Scope of Work for this task.

TASK 11. STRUCTURAL

No changes or additions to the Scope of Work for this task.

TASK 12. 35% DESIGN

No changes or additions to the Scope of Work for this task.

TASK 13. 65% DESIGN

No changes or additions to the Scope of Work for this task.

TASK 14. 95% DESIGN

No changes or additions to the Scope of Work for this task.

TASK 15. 100% DESIGN

No changes or additions to the Scope of Work for this task.

TASK 16. PUBLIC MEETINGS

No changes or additions to the Scope of Work for this task.

TASK 17. EVALUATE ALIGNMENT ALTERNATIVES FOR THE ACE & VINE AREA

No changes or additions to the Scope of Work for this task.

TASK 18. EXPANSION OF TOPOGRAPHIC SURVEY FOR ACE & VINE AND LINCOLN BRIDGE ANALYSIS

No changes or additions to the Scope of Work for this task.

TASK 19. RISK ASSESSMENT/RISK INFORMED DESIGN

No changes or additions to the Scope of Work for this task.

TASK 20. IMOLA AVENUE TO HATT BUILDING PRE-DESIGN AND SCOUR ANALYSIS

No changes or additions to the Scope of Work for this task.

TASK 21. LANDSCAPING PLANS AND SPECIFICATIONS

No changes or additions to the Scope of Work for this task.

TASK 22. LERRDS (TRACKING ONLY)

No changes or additions to the Scope of Work for this task.

TASK 23. BID SUPPORT AND ENGINEERING SERVICES DURING CONSTRUCTION

No changes or additions to the Scope of Work for this task.

TASK 24. OMRR&R MANUAL UPDATES

No changes or additions to the Scope of Work for this task.

TASK 25. CONSTRUCTION MANAGEMENT SERVICES [NEW TASK]*Construction Management Services*

HDR will provide construction management support services to the District for the Increment 2 Project. Services required will be determined as needed by the District. Due to the variable nature of construction projects, the scope of services for this task will be defined as staff augmentation for the

District with a not-to-exceed fee of \$1 million. This includes labor, expenses, and Quality Assurance Materials Testing that will be available to the District based on the needs of the Project up to this fee amount.

Assumptions:

- HDR will perform construction management support services up to \$1 million on a time-and-materials basis.
- Construction Inspector hourly rates will be based on Prevailing Wage rates as determined by the State of California Department of Industrial Relations. Inspector rates will be increased on an annual basis by the greater of this adjustment or the 3% annual escalation allowed for in the current agreement.
- Quality Assurance Materials Testing Services will be provided by a sub-consultant. Services provided by the sub-consultant will include a 5% markup.
- HDR will be responsible for the safety of HDR employees. The District and other contracted construction management team members will be responsible for the safety of their employees.
- HDR will notify the District once the completed work has exceeded 90% of the not-to-exceed amount outlined above to determine if additional fee will be required.

TASK 26. BIOLOGICAL MONITORING SUPPORT DURING CONSTRUCTION [NEW TASK]

Special-Status Plant Surveys, and Memo

Preconstruction special-status plant surveys, including surveys for Mason's Lilaeopsis and milkweed within the Project area, will follow California Department of Fish and Wildlife (CDFW) Protocols. Upon completion of the surveys, a memorandum will be prepared that outlines the methods and results of the surveys and recommendations for submittal to the District and CDFW within two weeks of completion of the survey and prior to the beginning of construction activities.

Deliverables:

- Draft and Final Rare Plant Survey Results Memorandum (PDF and MS Word).

Assumptions:

- HDR Biologists will survey the work area over two days documenting native and non-native plants to species during the late spring season in 2025 and 2026 (May-June) for a total of four survey days to hit the appropriate blooming periods.
- One round of USACE and District review of the Draft Technical Memorandum is assumed to finalize the document.

Preconstruction Bat Habitat Assessment and Memorandum

HDR will conduct a total of three daytime preconstruction visual assessment surveys and six nighttime emergence surveys within the Project area — specifically at Soscol Avenue Overcrossing, the Napa Valley Railroad Overcrossing, and in work areas south of the Lincoln Avenue Bridge towards the Oxbow, as delineated in Figures 1 and 2 — prior to tree removals slated for October 2025. Surveys will occur during summer and fall months (June through September) prior to work activities. Nighttime preconstruction surveys will occur on the same day of a daytime survey as well as the following night

(two consecutive evenings). At least one qualified bat biologist will lead survey efforts in these cases with one HDR Biologist present to assist. The HDR Biologists will survey the Bridges, related infrastructure, and surrounding trees for bat signs, roosts, or individuals. HDR will summarize the survey results in a Technical Memorandum submitted to the District and USACE.

For work slated in 2026, HDR will conduct one daytime preconstruction visual assessment surveys and two nighttime emergence surveys at each of the three bridges (Lincoln, Soscol, and Napa Valley Railroad) within the Project area prior to work activities in addition to the riparian corridor where work is slated for 2026. Nighttime preconstruction surveys will occur on the same day of a daytime survey as well as the following night (two consecutive evenings). At least one qualified bat biologist will lead survey efforts in these cases with one HDR Biologist present to assist. The HDR Biologists will survey the bridges, related infrastructure, and surrounding trees for bat signs, roosts, or individuals. HDR will summarize the survey results in a Technical Memorandum submitted to the District and USACE.

Deliverables:

- Draft and Final Bat Survey Technical Memorandum for Survey 1 2025 (PDF and MS Word).
- Draft and Final Bat Survey Technical Memorandum for Survey 2 2025 (PDF and MS Word).
- Draft and Final Bat Survey Technical Memorandum for Survey 3 2025 (PDF and MS Word).
- Draft and Final Bat Survey Technical Memorandum for Survey 1 2026 (PDF and MS Word).

Assumptions:

- Fees for bat surveys slated for 2025 and 2026 described above are in addition to the total fee provided in Amendment 2, which only included time for surveys at Lincoln Avenue bridge and the immediate riparian corridor.
- HDR Biologists will survey trees in 2025 slated for removal in the areas delineated in Figures 1 and 2 documenting cavities, exfoliating bark, and deformities that could support roosting bats. Native and non-native trees planned for removal will be surveyed no less than 30 days prior to removal.
- One round of USACE and District review of the Draft Technical Memorandum is assumed to finalize the document.
- Assumes a technical memorandum after each survey due to client after two weeks of each survey. Assumes eight hours to develop each memorandum.
- Survey 1 will be done in June 2025, Survey 2 will be done in late August 2025, and Survey 3 will be done one week prior to the start of tree removal in 2025.
- For 2026, one pre-construction survey will be conducted prior to the start of construction. The area will be similar in size as the 2025 survey area and include each bridge as well as the riparian corridor to the north of Lincoln Avenue Bridge (not south). If a larger survey area is needed in 2026, then additional time and fee will be provided under an amendment.

Bat Mitigation Plan

If bats are determined to be present, or their presence cannot categorically be ruled out in 2025, HDR will develop a Bat Mitigation Plan (BMP) prior to tree removal activities in Fall 2025. The BMP will outline strategies to avoid impacts on bats during construction activities associated with tree removal,

floodwall construction, and in-water work at the Lincoln Avenue Overcrossing, Soscol Avenue Overcrossing, and Napa Valley Railroad Overcrossing (Bridges) as shown in Figures 1 and 2. The BMP will address the need for follow-up surveys, long-term monitoring, and/or potential for humane bat eviction and exclusion, if deemed necessary. The BMP is completely contingent on the results of preconstruction surveys in 2025 described above and may be updated after surveys are completed in 2026. HDR will submit the BMP to the District and USACE.

Deliverable:

- Draft and Final Bat Mitigation Plan 2025 (PDF and MS Word).
- Draft and Final Updated Bat Mitigation Plan 2026 (PDF and MS Word)

Assumptions:

- One round of USACE and District review of the Draft BMP is assumed to finalize the document.
- This task does not include implementation and monitoring of the BMP, which would be covered under the biological monitoring task, Task 6 described below.
- This task does not include monitoring of tree removal in accordance with the final Lake and Streambed Alteration Agreement. Time for this is included in Task 6 described below.

Preconstruction Nesting Bird Surveys and Memo

Preconstruction nesting bird survey during the nesting season (February 1 to August 31) in 2025 and 2026 to identify active migratory bird and/or raptor nests no more than seven days prior to the start of construction. A summary of the results of the surveys provided to the District with a more detailed memorandum prepared and submitted to the District and CDFW for review and written acceptance prior to the start of work.

Deliverables:

- Draft and Final Nesting Bird Survey Results Memorandum (PDF and MS Word).

Assumptions:

- HDR Biologist will survey the Project area up to three days documenting active bird nests prior to construction in 2026 for the entire Project alignment.
- Assumes that work in 2025 will be done outside of the nesting season and therefore no survey will be required.
- Assumes no overnight as survey will occur on nonconsecutive days.
- One round of USACE and District review of the Draft Technical Memorandum is assumed to finalize the document.

Construction Strategy for Nesting Birds and Bats on Bridge Structures

Pending the results of the nesting bird surveys and bat surveys, HDR will work with the District to determine if measures are required to be implemented on the bridge structures in the Project area (Soscol Ave. Bridges, Wine Train Bridge, and Lincoln Ave. Bridge). If measures are required, they will need to be implemented prior to construction. Measures may include avoidance buffers, monitoring activities, or exclusionary fencing. Measures would need to be negotiated with CDFW, especially if exclusionary measures are deemed necessary. HDR assumes that the District will lead these negotiation efforts with CDFW but will support the District by determining potential options.

Deliverables:

- Draft and Final Construction Strategy for Nesting Birds and Bats on Bridge Structures Memorandum (PDF and MS Word).

Assumptions:

- Assumes this assessment will be done in 2025.
- Assumes no additional surveys because surveys will be completed under tasks B and C above.
- One round of USACE and District review of the Draft Technical Memorandum is assumed to finalize the document.

Preconstruction Northwestern Pond Turtle Surveys and Memorandum

HDR will conduct surveys for nesting northwestern pond turtle females no more than 48 hours prior to ground-disturbing activities. The qualified biologist will survey the disturbance footprint and 400 meters up and downstream of the disturbance footprint for signs of nesting and/or occupation. If nests are detected during the survey, the biologist will map the locations and a no-work exclusion buffer will be delineated around the nest area. HDR will prepare and send a summary of the results via email. A memorandum will also be prepared to document the methods and results of the survey and recommendations. The memorandum will be transmitted to the District within one week of the survey.

Deliverables:

- Draft and Final Northwestern Pond Turtle Survey Results Memorandum (PDF and MS Word).

Assumptions:

- HDR Biologist will survey the Project area up to two days documenting active turtle nests prior to construction in 2026 for the entire Project alignment.
- Work in 2025 will be done outside of the northwestern pond turtle's nesting season and therefore no survey will be required.
- There will be no overnight stays as surveying will occur on nonconsecutive days.
- One round of USACE and District review of the Draft Technical Memorandum is assumed to finalize the document.

Fish Rescue and Salvage Plan

A qualified fisheries biologist will prepare a Fish Rescue and Salvage Plan (Plan) as outlined in MM-BIO-A-2 and provisions of an Incidental Take Permit (ITP). The Plan will be submitted to the District approximately three months prior to in-water work scheduled to occur to allow for one round of review and one round of edits/response. Once the Plan is finalized, it will then be submitted electronically to CDFW, the U.S. Fish and Wildlife Service (USFWS), and the National Marine Fisheries Service at least 60 days prior to in-water work to allow ample time for review/comments and necessary edits.

The team of fisheries biologists will rescue listed fish species within the work area using block nets and dipnets. During rescue, listed species would be identified, measured, and enumerated. Fish will be kept in buckets and/or coolers with battery operated air pumps to keep dissolved oxygen at ambient levels. Captured fish will be held in low densities to avoid overcrowding and large fish will be separated from smaller fish to prevent predation. Fish will be released downstream of the lower turbidity curtain in a habitat with adequate flow, temperature, available refuge and cover. The directing fisheries biologist will use professional judgement in the implementation of the Plan in a manner that minimizes exposure

of fish to potential stress or injury.

Deliverables:

- Draft and Fish Rescue and Salvage Plan (PDF and MS Word).

Assumptions:

- Four biologists will conduct fish rescue and salvage efforts up to 12 hours per day for three days.
- It is assumed that the District will plan ahead with their contractor so that no delays occur in the field during salvage activities.
- If additional fish rescue and salvage efforts are needed, then additional scope and fee will be developed.
- A fish rescue and salvage technical memorandum summarizing the efforts will be prepared and submitted electronically to the District and USACE 15 days after the efforts.

Biological/environmental commitments tracking

HDR will continue supporting the District and USACE by tracking Project environmental documentation and permitting requirements in a commitments spreadsheet (tracker). HDR will update the commitments tracker once the CDFW 2081 Incidental Take Permit and the Lake and Streambed Alteration Agreement are received. HDR will also include the Mitigation Monitoring and Reporting Program requirements from the Supplemental Environmental Impact Report and other mitigation requirements from the Supplemental Environmental Assessment in the tracker. HDR will work with the District to present the commitments tracker in a format that is useable and understandable for the contractor and the CM team.

Deliverables:

- Draft and Final Project Commitments Tracker (PDF and MS Word).

Assumptions:

- Assumes this task will be done in 2025.
- Assumes no additional surveys or coordination with permitting agencies.
- One round of USACE and District review of the Draft Project Commitments Tracker is assumed to finalize the document.

Biological Monitoring

HDR will provide biologists for the duration of the Project that will serve as the qualified biologist/monitor as specified in the ITP, Lake and Streambed Alteration Agreement (LSAA), USFWS BO, and Final Bat Mitigation Plan. The Qualified Biologist/Monitor will serve as the lead biologist for the duration of the Project and as the liaison between CDFW, USFWS, and the District. The Qualified Biologist/Monitor will make sure permit requirements are adhered to, and that supporting biological staff are informed regarding monitoring tasks specific to the location where work is occurring. In addition, the Qualified Biologist/Monitor will notify CDFW when compliance with Project preconstruction conditions of approval have been completed prior to construction, as directed in the ITP, LSAA, and USFWS Biological Opinion.

Biological monitors will maintain accurate monitoring logs that can be compiled into weekly, monthly, and annual reports, and will be sure the monitoring activities related to in-water work, vegetation

removal, ground disturbance, and other relevant tasks are done in adherence with permit conditions. The plan is to have Eliza Schlein and Jonathan Janes of HDR be the designated biologists. Eliza has both turtle and fish experience in addition to amphibians, bats, and birds. She will also assist in the fish rescue and salvage surveys and be the monitoring fisheries biologist present daily in the first few weeks after the salvage surveys. Her presence will decrease to weekly and then Jonathan can take over monitoring.

Deliverables

- Draft and Final Daily Monitoring Form (MS Word and PDF).

Assumptions

- One round of USACE and District review of the Draft Daily Monitoring Form is assumed to finalize the document.
- Assumes 32 days of monitoring in 2025 and 96 days of monitoring in 2026.
- Additional monitoring beyond 128 days will be billed on a time-and-materials basis, if necessary.
- Assumes 12 hours of monitoring each day to account for time each day to prepare the daily monitoring forms as well as long monitoring days during the summer months when the daylight is longer.
- Once fish rescue and salvage are completed, one fisheries biologist (Eliza) will monitor the site daily for 10 days at eight hours per day. The designated biologists can also monitor other nearby work if needed throughout the day.
- A fisheries biologist will conduct a weekly visit after fish rescue and relocation efforts to monitor the aquatic habitat within the Project area through the end of the construction season.
- Assumes no maternity bat roosts are present at the site. If present, a separate scope and fee may be needed for a specific relocation and monitoring plan.

Worker Environmental Awareness Training

A qualified biologist/monitor will prepare and conduct an environmental education program for persons working on the Project prior to the onset of construction. A discussion of the biology and general behavior of sensitive species or habitats that may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered will be included in the training. Upon completion of the training, employees will sign a sign-in sheet stating they attended the program and understand protective measures, and the sign-in sheet will be distributed to the District and field support staff, as necessary.

Deliverables

- A Draft and Final WEAP Brochure and Sign-in Sheet (MS Word and PDF).

Assumptions

- One round of USACE and District review of the Draft WEAP Brochure and Sign-in Sheet is assumed to finalize the document.
- WEAP presentations will be conducted onsite during monitoring by the Designated Biologist or Biological Monitor.
- Time included for this task is only for the WEAP brochure preparation and finalization.

- A PowerPoint slideshow video is not included.
- Sign-in sheets will be scanned and posted to a shared file site for archiving purposes.

Monthly Compliance and Annual Status Reports

To comply with the ITP and measures to be included in the LSAA, monthly compliance reports will be prepared and submitted to the District that summarize biological monitoring activities that occurred during the previous month. An annual status report will be prepared, appropriate for submittal to CDFW, no later than January 31 of the calendar year following the prior construction year.

Deliverables

- Draft and Final Monthly Compliance Reports (MS Word and PDF).
- Draft and Final Annual Status Reports (MS Word and PDF).

Assumptions

- One round of USACE and District review of the Draft reports are assumed to finalize the document.
- Monthly reports will be a short summary of the work activities, biological monitoring results, compliance measures, and a compilation of the daily monitoring forms.
- Annual status reports will include a summary of the work activities and biological monitoring results in addition to compliance issues in that given year. Pre-Project photos will be taken from at least six vantage points that represent the Project work areas during the preconstruction surveys and these vantage points will be visited and photographed quarterly throughout the monitoring year by the biological monitor to show the Project's progress in the annual reports.

TASK 27. CULTURAL MONITORING SUPPORT DURING CONSTRUCTION [NEW TASK]

Cultural Resources Construction Monitoring

HDR will provide a staff archaeologist on an as-needed basis to monitor ground disturbance over the course of the Project with particular focus on the area in the vicinity of the River Glen Site (CA-NAP-261). The cultural monitor will be responsible for coordinating with the District, Native American monitor (as necessary), and construction team; observing initial ground-disturbance; identifying and verifying exposed cultural material; and determining the necessity of additional archaeological investigations when necessary. This task also includes support for the Cultural Resources Task Lead to attend monthly construction update meetings, coordinate field logistics, coordinate with Project participants and Native American tribes, and preparing field schedules.

Deliverables

- Draft and Final Daily Monitoring Forms

Assumptions

- Cultural resources monitoring support will be performed on an as-needed basis as directed by the District.
- Assumes up to 60 days of monitoring per year for a total of 120 monitoring days.
- Fee assumes a standard 10-hour monitoring day and includes weekly travel time to Napa, daily GSA hotel and per diem rates, and transportation funds.

- Additional cultural monitoring beyond 120 days will be billed at a time and materials daily rate of \$1,998.36.
- Assumes up to four cultural features exposed during construction that will require additional investigation beyond what the archaeological monitor can accomplish during a standard monitoring day.

As-Needed Post-Fieldwork Cultural Resources Tasks

HDR will organize and analyze material recovered during both the archaeological investigation of the River Glen Site as well as material recovered during construction. This task includes artifact sorting and cataloging, incorporating the results of special studies, and preparing a comprehensive technical report documenting the results of archaeological analyses, ethnographic interviews, and construction monitoring observations and finds.

Deliverables

- Draft and Final Comprehensive Technical Report

Assumptions

- Post-fieldwork cultural resources support will be performed on an as-needed basis as directed by the District.
- Assumes up to \$14,600 for subcontractors to conduct special archaeological studies:
 - Beta Analytic – \$1,600 (2 radiocarbon samples)
 - Far Western – \$3,500 (2 flotation samples)
 - Northwest Research Obsidian Studies Laboratory - \$1,500 (100 obsidian samples)
 - Paleo Analytics - \$8,000 (4,000 flakes and 20 tools)
- Fee includes funds to prepare the artifact for permanent curation but does not include facility fees.

As-Needed General Cultural and Tribal Resources Support

HDR's Cultural Resources Task Lead will monitor cultural resources tasks for the Project and will be available, as requested, to attend meetings, coordinate with District, staff, contractors, and Native American tribes.

Deliverable

- Draft and Final meeting minutes, call summaries, and other administrative functions for the Project file.

Assumptions

- Assumes up to 100 hours per year (200 hours total) for this task.

PROJECT SCHEDULE

HDR, with the District and USACE, will develop the schedule for the work outlined in this amendment. The work included in this amendment will not modify the current Period of Performance end date of March 6, 2028.

PROJECT COST

A summary of the total estimated fees is provided in Table 1.

TABLE 1

Napa River/Napa Creek Flood Protection Project North of the Bypass Floodwall Design Fee Comparison Table		Amendment No. 4	
NCFCWCD_Napa River Flood Protection 35% Thru 100% Design		Design Period 04/01/2023 to 03/28/2028	
Task #	Task Name	Amendment Amount	Revised Contract Fee Estimate
		6/17/2025	
1-1	Project Management	\$ 30,744	\$ 368,907
1-2	Project Coordination Meetings	\$ 75,210	\$ 817,847
1-3	Environmental Documentation and Permitting	\$ 327,659	\$ 1,467,455
1-4	Hazardous and Toxic Materials Phase I Support	\$ -	\$ 2,191
1-5	Economics (Not Anticipated)	\$ -	\$ -
1-6	Site Reconnaissance	\$ -	\$ 21,189
1-7	Survey, Mapping, and Other Geospatial Data Requirements (RSA+)	\$ -	\$ 221,440
1-8	Hydrology and Hydraulics (RiverFocus)	\$ 12,970	\$ 175,238
1-9	Scour and Erosion Protection	\$ -	\$ 259,460
1-10	Geotechnical	\$ -	\$ 616,765
1-11	Structural	\$ -	\$ 684,022
1-12	35% Design	\$ -	\$ 69,287
1-13	65% Design	\$ -	\$ 821,458
1-14	95% Design	\$ -	\$ 658,481
1-15	100% Design	\$ -	\$ 341,528
1-16	Public Meetings (Not Anticipated)	\$ -	\$ -
1-17	Evaluate Alignment Alternatives for Ace & Vine Area	\$ -	\$ 26,237
1-18	Expansion of Topographic Survey for Ace & Vine and Lincoln Bridge	\$ -	\$ 23,625
1-19	Risk Assessment/Risk Informed Design	\$ -	\$ 332,902
1-20	Imola to Hatt Building Pre Design and Scour Analysis	\$ -	\$ 128,331
1-21	Landscaping Design	\$ -	\$ 157,812
1-22	LRRDs (Tracking Only)	\$ -	\$ -
1-23	Engineering Services During Construction	\$ -	\$ 524,553
1-24	OMRR&R Manual Updates	\$ -	\$ 25,246
1-25	Construction Management Services	\$ 1,000,000	\$ 1,000,000
1-26	Biological Monitoring Support During Construction	\$ 513,593	\$ 513,593
1-27	Cultural Monitoring Support During Construction	\$ 421,535	\$ 421,535
	Totals	\$ 2,381,711	\$ 9,679,102
	Original Budget		\$ 1,182,960
	Total Amendments 1-4		\$ 10,862,062

EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

Napa River/Napa Creek Flood Protection Project				
HDR Classification	HDR 2025 Billing Rate*	HDR 2026 Billing Rate*	HDR 2027 Billing Rate*	HDR 2028 Billing Rate*
Accounting	\$164.60	\$169.54	\$174.63	\$179.87
Administrative	\$151.94	\$156.50	\$161.20	\$166.04
Sr. CADD/GIS	\$244.37	\$251.70	\$259.25	\$267.03
CADD/GIS I	\$163.86	\$168.78	\$173.84	\$179.06
CADD/GIS II	\$126.36	\$130.15	\$134.05	\$138.07
Graphic Designer	\$151.94	\$156.50	\$161.20	\$166.04
Civil Engineer I	\$188.39	\$194.04	\$199.86	\$205.86
Sr. Civil Engineer I	\$213.21	\$219.61	\$226.20	\$232.99
Sr. Civil Engineer II	\$194.99	\$200.84	\$206.87	\$213.08
Comms Coordinator	\$154.35	\$158.98	\$163.75	\$168.66
Comms QA/QC	\$222.60	\$229.28	\$236.16	\$243.24
Construction Manager	\$362.86	\$373.75	\$384.96	\$396.51
Construction Quality Manager	\$297.60	\$306.53	\$315.73	\$325.20
Construction Inspector	\$297.60	\$306.53	\$315.73	\$325.20
Cost Estimator	\$202.55	\$208.63	\$214.89	\$221.34
Sr. Environmental Planner I	\$278.16	\$286.50	\$295.10	\$303.95
Sr. Environmental Planner II	\$268.42	\$276.47	\$284.76	\$293.30
Environmental Planner I	\$180.39	\$185.80	\$191.37	\$197.11
Environmental Planner II	\$151.94	\$156.50	\$161.20	\$166.04
Environmental Planner III	\$110.22	\$113.53	\$116.94	\$120.45
Geologist/Geotechnical Engineer I	\$257.02	\$264.73	\$272.67	\$280.85
Geologist/Geotechnical Engineer II	\$183.58	\$189.09	\$194.76	\$200.60
Sr. Geologist/Geotechnical Engineer I	\$360.85	\$371.68	\$382.83	\$394.31
Sr. Geologist/Geotechnical Engineer II	\$348.18	\$358.63	\$369.39	\$380.47
Deputy PM	\$360.85	\$371.68	\$382.83	\$394.31
Project Manager	\$367.19	\$378.21	\$389.56	\$401.25
Principal In Charge	\$367.19	\$378.21	\$389.56	\$401.25
Sr. Cultural Resources Specialist I	\$259.95	\$267.75	\$275.78	\$284.05
Sr. Cultural Resources Specialist II	\$216.29	\$222.78	\$229.46	\$236.34
Cultural Resource Specialist I	\$155.79	\$160.46	\$165.27	\$170.23
Cultural Resource Specialist II	\$132.82	\$136.80	\$140.90	\$145.13
Economist I	\$268.42	\$276.47	\$284.76	\$293.30
Economist II	\$110.66	\$113.98	\$117.40	\$120.92

Structural Engineer I	\$216.30	\$222.79	\$229.47	\$236.35
Sr. Structural Engineer I	\$360.85	\$371.68	\$382.83	\$394.31
Sr. Structural Engineer II	\$227.61	\$234.44	\$241.47	\$248.71
Sr. Technical Advisor I	\$360.86	\$371.69	\$382.84	\$394.33
Sr. Technical Advisor II	\$311.47	\$320.81	\$330.43	\$340.34
Sr. Water Resources Engineer I	\$311.47	\$320.81	\$330.43	\$340.34
Sr. Water Resources Engineer II	\$267.80	\$275.83	\$284.10	\$292.62
Sr. Water Resources Engineer III	\$236.90	\$244.01	\$251.33	\$258.87
Sr. Biologist I	\$270.62	\$278.74	\$287.10	\$295.71
Sr. Biologist II	\$196.12	\$202.00	\$208.06	\$214.30
Sr. Biologist III	\$161.42	\$166.26	\$171.25	\$176.39
Biologist I	\$129.78	\$133.67	\$137.68	\$141.81
Biologist II	\$114.64	\$118.08	\$121.62	\$125.27
Project Controls Specialist	\$190.25	\$195.96	\$201.84	\$207.90
Sr. Landscape Architect	\$222.87	\$229.56	\$236.45	\$243.54
Landscape Architect	\$178.52	\$183.88	\$189.40	\$195.08