

**AMENDMENT NO. 3
NAPA COUNTY AGREEMENT NO. 200181B
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 200181B (the “Agreement”) is made and entered into effective as of this 3rd day of June, 2025, by and between the NAPA COUNTY, a political subdivision of the STATE OF CALIFORNIA, hereinafter referred to as “COUNTY”, and LUHDORFF & SCALMANINI CONSULTING ENGINEERS, a California Corporation, whose mailing address is 500 First Street, Woodland, CA 95695, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement on November 12, 2019, to obtain specialized services, as authorized by Government Code Section 31000, in order to provide technical peer review services in support of Napa County’s evaluation of groundwater impacts for proposed winery and vineyard projects; and

WHEREAS, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement on May 3, 2022 to extend the term of the Agreement to June 30, 2023, with an automatic renewal for an additional year at the end of each fiscal year, not to exceed two (2) additional years; and

WHEREAS, COUNTY and CONTRACTOR entered into Amendment No. 2 to the Agreement on July 1, 2023 to amend the scope of services to include revisions to the 2015 Water Availability Analysis (WAA) Guidance Document, assist the COUNTY with related revisions to COUNTY’s Groundwater Conservation Ordinance (Chapter 13.15) and to increase the maximum compensation; and

WHEREAS, COUNTY and CONTRACTOR now wish to extend the term of the Agreement, amend the scope of services to provide a Final Draft and Final WAA Guidance Document and Technical Supporting Documentation, assist the COUNTY with related revisions to its groundwater related ordinances and to increase the maximum annual compensation.

TERMS

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire June 30, 2026 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 COUNTY 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 two (2) 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 in full as follows:

2. Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-3", attached hereto and incorporated by reference herein.

3. Paragraph 3 of the Agreement 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 rates set forth in Exhibit "B-3", 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 policy(s) set forth in Exhibit "B-3" attached to the Agreement.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of THREE HUNDRED NINETY-SEVEN THOUSAND AND THREE HUNDRED DOLLARS (\$397,300) for professional services provided, however, that such amounts shall not be constructed as guaranteed sums, and compensation shall be based upon services actually rendered.

3. Except as provided above, all other terms and provisions of the Agreement shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

4. This Amendment shall be effective as of the date first above written.

IN WITNESS WHEREOF, this Amendment No. 3 of Napa County Agreement No. 20018B was executed by the parties hereto as of the date first above written.

LUHDORFF & SCALMANINI CONSULTING
ENGINEERS

By: Scott Lewis
SCOTT LEWIS, President

By: Peter Leffler
PETER LEFFLER, Chief Financial Officer

“CONTRACTOR”

COUNTY OF NAPA, a political subdivision of
the State of California

By: _____
ANNE COTTRELL, Chair of the
Napa County Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Laura J. Anderson</u> Deputy County Counsel</p> <p>Date: <u>May 12, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-3
SCOPE OF WORK

Task 1. Draft WAA Guidance and WAA: Technical Supporting Documentation

Luhdorff & Scalmanini, Consulting Engineers (LSCE) is coordinating with Napa County Planning, Building and Environmental Services (PBES) Department to update the County's 2015 Water Availability Analysis (WAA) Guidance. This task involves completing the Draft WAA Guidance and the WAA: Technical Supporting Documentation. The updated Draft WAA Guidance will include revisions based on the factors contributing to the County's June 2022 interim well permitting standards. The WAA: Technical Supporting Documentation includes additional descriptions of the following items and how they relate to the County's well permitting standards and the updated WAA Guidance:

Governor's EOs N-7-22, N-3-23, N-3-24

Napa Valley Subbasin Groundwater Sustainability Plan

Environmental Law Foundation (ELF) v. State Water Resources Control Board (2018) 26 Cal.App.5th 848

Changes to Napa County Well Permitting Standards

Napa County Resolution 2022-178: Human Right to Water Policy and Public Trust Principles

Napa County Significant Streams

This task includes new streamlined procedures (e.g., recharge analysis outside the Napa Valley Subbasin) and other considerations to improve the WAA application process. The WAA procedures account for policy requirements for areas inside and outside of the Napa Valley Subbasin. The Milliken-Sarco-Tulucay (MST) subarea has historically been an area of special consideration, but groundwater management strategies are being reevaluated as the MST is located both inside and outside of the Subbasin. The Northeast Napa Management Area also requires special consideration because of its unique hydrogeologic setting within the Napa Valley Subbasin.

The existing WAA screening criteria will be updated with more recent information and additional guidance and standardization of representative values for use in estimating parcel-specific recharge values (e.g., soils, geology, slope) for areas outside the Subbasin (the recharge analysis is not applicable inside the Subbasin). LSCE will coordinate with the PBES Department to update specific WAA appendices on estimated water use (Appendix A); guidance for the MST subarea (Appendix B), monitoring and reporting (Appendix C); determining water use for multiple parcels, and methodologies required for Tiers 2 and 3 (Appendix E). The guidance will also define how potential problems relating to observed groundwater conditions will be reviewed and identified. LSCE will coordinate with the PBES Department on developing standardized forms for submitting technical information and analyses relating to the WAA to facilitate consistency in the methods and assumptions used in the applicant's preparation of WAAs and to assist in PBES staff's review of applicants' WAAs.

This task also includes completing the companion document – Water Availability Analysis: Technical Supporting Documentation. This document will provide additional technical information on the water use criteria for the Napa Valley Subbasin, well and spring interference (Tier 2 evaluation),

depletion of interconnected surface water (Tier 3 evaluation), and methodologies required for Tiers 2 and 3 analyses.

Task 1. Assumptions

LSCE will coordinate with PBES Department staff to clarify County policies in the updated WAA Guidance.

PBES Department staff will contribute updated information to Appendix A for guidance on estimated water use for the various uses listed and any other updates identified since the adoption of the 2015 WAA. To assist PBES staff with permit application review, more detailed information on water use categories and subcategories will be developed and incorporated in Appendix A.

County staff will review and provide comments on the updated Draft WAA Guidance Document and WAA: Technical Supporting Documentation.

Task 1 Deliverables

Draft WAA Guidance Document

- Appendix A: Estimated Water Use for Specified Land Use

- Appendix B: Guidance for MST Subarea Permit Applications

- Appendix C: Monitoring and Reporting

- Appendix D: Determining Water Use with Multiple Parcels

- Appendix E: Methodologies Required for Tiers 2 and 3

Draft WAA: Technical Supporting Documentation

- Appendix A: Water Availability Analysis Background

- Appendix B: Stream Depletion Analysis

Task 2. Meetings with County

LSCE will meet with County staff to discuss revisions to the Draft WAA Guidance and WAA: Technical Supporting Documentation (up to 8 meetings). Time for this task includes preparation for and meetings with County staff related to planning of revisions and review of comments provided by County staff on the Draft WAA and WAA: Technical Supporting Documentation.

Task 2. Deliverables

Meetings (estimate eight meetings) to discuss changes to the Draft WAA Guidance and WAA: Technical Supporting Documentation

Task 3. Final Draft and Final WAA

LSCE will address all comments and edits from PBES Department staff and prepare the updated Final Draft WAA Guidance and WAA: Technical Supporting Documentation. The Final Draft WAA Guidance and WAA: Technical Supporting Documentation will be provided to the PBES Department staff to present to stakeholders and the public. It is anticipated that the Final Draft will also serve as a Public Review Draft that will be posted for public comment prior to presenting the Final WAA Guidance and WAA: Technical Supporting Documentation to the Planning Commission. Public comments will be discussed with PBES Department staff, and LSCE will provide support to PBES staff to develop responses to comments. The Final WAA Guidance and WAA: Technical Supporting

Documentation (including a summary of comments and responses to comments) will be provided to the PBES Department to present to the County's Planning Commission. This task includes support to County PBES staff during Commission and other meetings (including stakeholder and public meetings) that may be arranged to present the Final Draft and Final WAA Guidance and WAA: Technical Supporting Documentation.

Task 3. Deliverables

- Final Draft WAA Guidance and WAA: Technical Supporting Documentation
- Support PBES Department staff with stakeholder and public meetings
- Support PBES Department staff with the preparation of responses to comments
- Final WAA Guidance and WAA: Technical Supporting Documentation

Task 4. Revisions to Groundwater Ordinance

Updates to the County's Groundwater Ordinance (Chapter 13.15 Groundwater Conservation) and other related code sections were initiated by the County in 2021. The above updates to the WAA Guidance and WAA: Technical Supporting Documentation and the new permitting requirements for wells also result in additional updates to the County's Groundwater Ordinance. LSCE will support PBES Department staff in PBES staff review of and revisions to the Groundwater Ordinance. This task includes meetings with PBES staff to discuss revisions to the Groundwater Ordinance and attendance at and support to PBES Department staff for other meetings (estimated four meetings, which may include stakeholder and public meetings) to present the administrative and procedural amendments to the Groundwater Ordinance.

Task 4. Deliverables

- Support PBES Department with PBES staff's Draft Revisions to Groundwater Ordinance (and related code sections)

EXHIBIT B-3

COMPENSATION and EXPENSE REIMBURSEMENT

Project Budget

The estimated costs to complete the above tasks are provided in Table 1. Fees are based on LSCE's 2025 Schedule of Fees (attached).

Table 1. Estimated Project Budget	
Tasks	Estimated Budget, dollars
Task 1. Draft WAA Guidance and WAA: Technical Supporting Documentation	\$39,000
Task 2. Meetings	\$34,000
Task 3. Final Draft WAA and WAA: Technical Supporting Documentation, Meetings Support, Responses to Public Comments, and Final WAA	\$52,000
Task 4. Support to PBES staff for Revisions to Groundwater Ordinance	\$25,000
Total Project Hours and Budget	\$150,000



Woodland-Roseville-Chico-Daly City-Boise, ID

2025 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal.....	\$265/hr.
Principal Professional	\$260/hr.
Supervising Professional.....	\$248/hr.
Senior Professional	\$220/hr.
Project Professional.....	\$192/hr.
Staff Professional.....	\$170/hr.

Technical

Data Management Specialist.....	\$160/hr.
Senior GIS Analyst.....	\$160/hr.
GIS Specialist.....	\$120/hr.
Engineering Asst/Scientist.....	\$120/hr.

Project Administrative Support

Word Processing, Clerical	\$105/hr.
Digital Communications Specialist.....	\$120/hr.
Project Administrator	\$120/hr.

Vehicle Use	\$0.67/mi (or curr. IRS rate)
Subsistence	Cost Plus 15%
Field Equipment (Flow Meters, Transducers, etc.)	\$25 to \$100/day
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%
Prevailing Wage Rate	\$210/ hr

* Engineer, Geologist, Hydrogeologist, and Hydrologist

**Send invoice payments to Accounts Receivable, 500 1st Street, Woodland, CA 95695