

AMENDMENT NO. 6

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

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 6 (“Amendment No. 6”) **OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220223B (FC)** (“Agreement”) is made and entered, effective as of the ___ day of _____, 2026 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, as a result of a competitive request for proposals (RFP) conducted in 2021, the DISTRICT Board of Directors authorized Agreement No. 220223B (FC) with CONTRACTOR to perform design tasks on the Floodwalls North of the Napa River Bypass Project (PROJECT).

WHEREAS, on January 4, 2022, after a DISTRICT and CONTRACTOR entered into the Agreement for specialized services to complete the design of the 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 United States Army Corps of Engineers 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, on July 15, 2025, DISTRICT and CONTRACTOR amended the Agreement to support environmental compliance, cultural monitoring, and construction management related to PROJECT construction; and

WHEREAS, on August 12, 2025, DISTRICT and CONTRACTOR amended the Agreement to support the design of the next phase of the PROJECT – The Imola to Hatt Floodwalls; and

WHEREAS, additional design and technical support are needed related to the ongoing construction of the PROJECT, specifically the Floodwalls North of the Bypass; 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 \$292,054 to a new total of \$18,138,826 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 Amendment No. 4, Exhibit "A-5" attached to Amendment No. 5 and Exhibit "A-6" attached to this Amendment No. 6, 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; as to the promised work as set forth in Exhibit A-4, the rates set forth in Exhibit B-1, attached to Amendment No. 4 and as to the promised work as set forth in Exhibit A-5, the rates set forth in Exhibit B-2, attached to Amendment No. 5. In consideration of CONTRACTOR's fulfillment of the promised work as set forth in Exhibit A-6 DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit B-3, as attached hereto and incorporated herein to this Amendment No. 6. 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 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 EIGHTEEN MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS (\$18,138,826.00) 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.

3. This Amendment No. 6 shall be effective as of the Effective Date first set forth above.

4. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 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: Elizabeth K Mesbah
ELIZABETH MESBAH, Vice President

“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 District Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>June 29, 2026</u>	APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT Date: _____ Processed By: _____ _____ Deputy Secretary of the District Board	ATTEST: NEHA HOSKINS Secretary of the District Board By: _____
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EXHIBIT “A-6”

SCOPE OF WORK – AMENDMENT NO. 6

TASK 1-23. ENGINEERING SERVICES DURING CONSTRUCTION

Ace & Vine Food and Waste Enclosures

HDR will provide site civil design modifications (utility modifications, concrete pads, and striping) to support the construction of two trash enclosures for Ace & Vine, a local business impacted by the proposed flood control project. The design plans will also provide size and design requirements for two Contractor- provided designs; a compostable waste enclosure structure and a municipal solid waste and recyclable material enclosure structure. The design plans will be submitted to NCFCWCD for review and approval with the City of Napa. Once approved, the plans will be provided to the construction contractor as part of a field change order.

Deliverables:

- Draft Plans for NCFCWCD and City of Napa Public Works review (One Drawing)
- Final Plans for NCFCWCD and City of Napa Public Works approval (One Drawing)
- Conformed Plans for submittal to the Contractor as a field change order (One Drawing)

Assumptions:

- NCFCWCD will facilitate permit applications with the City of Napa Public Works and is responsible for applicable permitting fees.
- Compostable Waste Enclosure Structure:
 - Enclosure Structure design to be provided by the Contractor and reviewed by HDR as part of the submittal process.
 - Design plans will include a concrete pad for the minimum enclosure interior size criteria in accordance with the City of Napa Solid Waste, Recyclable Materials & Compostable Enclosure Standards, dated January 2022. Minimum size recommended, based on two 65 Gallon Food Waste Carts and one 100-Gallon Oil/Grease Tank is a 10-feet long by 6-feet wide structure. The structure will be required to have a roof.
 - Utility modifications will include a water service with hose bib, sewer connection to the existing grease trap and modifications to the proposed fire water service currently shown on the plans to pass under the enclosure concrete pad.
 - Direct front load truck access is not required with the understanding that pickup for compostable and oil waste will require the bins to be manually pulled from the enclosure.
 - Direct front load truck access will not be provided so a concrete apron is not required.
 - No electrical services will be provided to the enclosure structure.
 - Drawings will be in CAD utilizing the same standards and templates as used for design.
 - Deep foundations will not be required; foundation conditions are anticipated to allow for shallow foundations.

- Municipal Solid Waste and Recyclable Materials Enclosure Structure:
 - Enclosure Structure design to be provided by the Contractor and reviewed by HDR as part of the submittal process.
 - Design plans will include a concrete pad for the minimum enclosure interior size criteria in accordance with the City of Napa Solid Waste, Recyclable Materials & Compostable Enclosure Standards, dated January 2022. Minimum size recommended, based on two 4-cubic yard trash bins, is a 17-foot wide by 8-foot deep structure. This structure will not be required to have a roof, hose bib or sewer connection.
 - No electrical services will be provided to the enclosure structure.
 - Direct front load truck access will be provided, and a full 8-foot-wide concrete pad will be included.

TASK 26. BIOLOGICAL MONITORING DURING CONSTRUCTION

This is an amended scope to extend the timeline and budget from the Amendment 4 scope for fish rescue and relocation. An extra week of fish rescue and relocation activities is required based on the information contained in the levee contractors draft In-Water Work Plan.

In addition to rescue efforts, HDR will conduct post-rescue monitoring and contingency support during in-water construction. These efforts are intended to verify permit compliance and take avoidance should site conditions change. Contingency support may be required if the isolation of the in-water work area fails, additional fish are detected, or new hazards arise that require additional rescue and monitoring.

Assumptions

- Fish rescue and relocation efforts under this amended scope will include an additional 7 days of work with up to 4 fisheries biologists at 12 hours per day (Monday through Friday).
- Extended daily work hours may be required to match contractor schedules and site conditions.
- Staff will either commute from Sacramento to Napa each work day or find lodging.
- One additional fisheries biologist may be required for post-rescue monitoring and contingency response for up to 6 total days during the in-water work period (10 hours per day). The daily monitor, Eliza Schlein, will also be onsite to assist. The NCFCWCD has agreed to allow HDR to use their water monitoring meter for this activity.
- If a boat is required, NCFCWCD will provide the vessel and associated access. Also, if NCFCWCD staff are available, they have agreed to assist in fish monitoring activities, as needed.

TASK 27. CULTURAL MONITORING DURING CONSTRUCTION

Cultural Resources Construction Monitoring

This is an amended scope to extend the timeline and budget from the Amendment 4 scope for HDR to provide up to two full-time staff archaeologists to monitor ground disturbance within the updated site boundary for the River Glen Site (CA-NAP-261), specifically for the 36" waterline relocation efforts. The updated site boundary for the River Glen Site extends from approximately station 30+00 to 38+00

along the floodwall. Scope and Budget were included in Amendment 4 for cultural resources monitoring in this area but only for one full-time monitor and did not anticipate a separate mobilization for the 36” waterline work, therefore, this amendment covers the additional monitoring efforts. The cultural monitors will be responsible for coordinating with NCFCWCD, Native American monitors, and the construction team; observing ground-disturbance; sorting through excavated material, 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 biweekly construction meetings, coordinate field logistics for these monitoring efforts, coordinate with Project participants and Native American tribes, and prepare field schedules.

Deliverables

- Draft and Final Daily Monitoring Forms

Assumptions

- Assumes 30 additional days of monitoring within the updated site boundary for the River Glen Site. 30 additional days assume four total weeks of monitoring, with two full-time monitors required for two of the four weeks.
- Fee assumes a standard 10-hour monitoring day and includes weekly travel time to Napa, daily GSA per diem rates, and transportation funds.
- Additional cultural monitoring beyond 30 days will be billed at a time and materials and included in a future amendment, as required.
- 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. This assumption is in addition to the Amendment 4 assumptions.

Post-Fieldwork Cultural Resources Tasks

HDR will organize and analyze material recovered during construction. This task includes artifact sorting and cataloging, incorporating the results of special studies (if required), and including this information in the previously scoped technical report in Amendment 4 documenting the results of archaeological analyses, ethnographic interviews, and construction monitoring observations and finds.

Deliverables

- Additions to the Draft and Final Comprehensive Technical Report (Amendment 4)

Assumptions

- Assumes up to \$7,800 for subcontractors to conduct special archaeological studies:
 - Beta Analytic – \$800 (1 radiocarbon samples)
 - Far Western – \$2000 (1 flotation samples)
 - Northwest Research Obsidian Studies Laboratory - \$1,000 (50 obsidian samples)
 - Paleo Analytics - \$4,000 (1,000 flakes and 10 tools)
- Fee includes funds to prepare the artifact for permanent curation but does not include facility fees.

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 for the additional monitoring efforts within the updated site boundary for the River Glen Site.

NCFCWCD has requested that HDR include budget for monitoring work completed by the Yocha Dehe tribe during the 2025 construction season. This monitoring was completed in accordance with the project permits and Historic Preservation Treatment Plan. There was no active agreement between the tribe and NCFCWCD at the time monitoring was underway. In order to expedite payment to the tribe, HDR is including budget in this amendment for the work completed in 2025 and an allowance for work to be completed in the near term as NCFCWCD and the tribe develop and execute an agreement.

Deliverables

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

Assumptions

- Assumes up to 64 hours for this task. This assumption is in addition to the Amendment 4 assumptions.
- The proposed budget for work completed by Yocha Dehe tribal monitors includes actual costs from monitoring during the 2025 construction season plus an allowance of \$10,000 for potential monitoring in the near future as NCFCWCD develops an agreement with the tribe directly.

TASK 28. LANDSCAPE VISUALIZATION

NCFCWCD is working through real estate acquisitions and will require visual renderings to support discussions with property owners. Specifically, NCFCWCD is looking for seven (7) street-level renderings as summarized below:

- Ace and Vine (Figure 3)
 - View from street with gate open looking towards property
 - View from street with gate closed looking towards property
 - View from property looking out with gate open towards street
- Pet Hospital (Figure 3)
 - View from street with gate open looking towards property
 - View from street with gate closed looking towards property
 - View from property looking out with gate open towards street
- Private Business (Figure 4)
 - Rear yard looking towards river

HDR will provide the following services in development of the visual renderings:

- 3D Modeling
 - CAD cleanup and data preparation.
 - Develop 3D models for proposed site features, including retention walls, access gates, pedestrian walkways, and multi-use paths, and other non-existing elements
- Visualization & Rendering(s)
 - Optimize existing site photos to serve as foundation for visualization.
 - Superimpose 3D model geometry onto site photos.
 - Produce photorealistic renderings followed by post-production enhancements.
- Quality Control and Comment Resolution
 - Review meetings with internal team and client.
 - Design team coordination for consistency with Conformed Set.
 - Internal Design Review(s)
 - Preliminary Design Review and comment resolution per NCFCWCD.

Deliverables

- Draft Visualizations – 11x17 (PDF).
- Final Visualizations – 11x17 (PDF).

Assumptions

- NCFCWCD will provide high quality pictures at each of the rendering locations for use in developing the images.

PROJECT SCHEDULE

The anticipated schedule for these supplemental tasks is outlined below:

- Trash Enclosure Design
 - Draft June 2026
 - Final July 2026

EXHIBIT “B-3”

COMPENSATION AND EXPENSE REIMBURSEMENT – AMENDMENT NO. 6

Napa River/Napa Creek Flood Protection Project			
HDR Classification	HDR 2026 Billing Rate	HDR 2027 Billing Rate*	HDR 2028 Billing Rate*
Accounting	\$169.54	\$174.63	\$179.87
Administrative	\$156.50	\$161.20	\$166.04
Sr. CADD/GIS	\$251.70	\$259.25	\$267.03
CADD/GIS I	\$168.78	\$173.84	\$179.06
CADD/GIS II	\$130.15	\$134.05	\$138.07
Graphic Designer	\$156.50	\$161.20	\$166.04
Civil Engineer I	\$194.04	\$199.86	\$205.86
Civil Engineer II	\$171.41	\$176.55	\$181.85
Civil Engineer III	\$140.00	\$144.20	\$148.53
Sr. Civil Engineer I	\$219.61	\$226.20	\$232.99
Sr. Civil Engineer II	\$200.84	\$206.87	\$213.08
Comms Coordinator	\$158.98	\$163.75	\$168.66
Comms QA/QC	\$229.28	\$236.16	\$243.24
Construction Manager	\$373.75	\$384.96	\$396.51
Construction Quality Manager	\$306.53	\$315.73	\$325.20
Construction Inspector	\$306.53	\$315.73	\$325.20
Cost Estimator	\$208.63	\$214.89	\$221.34
Sr. Environmental Planner I	\$286.50	\$295.10	\$303.95
Sr. Environmental Planner II	\$276.47	\$284.76	\$293.30
Environmental Planner I	\$185.80	\$191.37	\$197.11
Environmental Planner II	\$156.50	\$161.20	\$166.04
Environmental Planner III	\$113.53	\$116.94	\$120.45
Geologist/Geotechnical Engineer I	\$264.73	\$272.67	\$280.85
Geologist/Geotechnical Engineer II	\$189.09	\$194.76	\$200.60
Sr. Geologist/Geotechnical Engineer I	\$371.68	\$382.83	\$394.31
Sr. Geologist/Geotechnical Engineer II	\$358.63	\$369.39	\$380.47
Assistant PM	\$244.00	\$251.32	\$258.86
Deputy PM	\$285.60	\$294.17	\$303.00
Project Manager	\$310.00	\$319.30	\$328.88
Principal In Charge	\$378.21	\$389.56	\$401.25
Sr. Cultural Resources Specialist I	\$267.75	\$275.78	\$284.05
Sr. Cultural Resources Specialist II	\$222.78	\$229.46	\$236.34
Cultural Resource Specialist I	\$160.46	\$165.27	\$170.23
Cultural Resource Specialist II	\$136.80	\$140.90	\$145.13
Economist I	\$276.47	\$284.76	\$293.30
Economist II	\$113.98	\$117.40	\$120.92
Structural Engineer I	\$222.79	\$229.47	\$236.35
Sr. Structural Engineer I	\$371.68	\$382.83	\$394.31
Sr. Structural Engineer II	\$234.44	\$241.47	\$248.71
Sr. Technical Advisor I	\$371.69	\$382.84	\$394.33
Sr. Technical Advisor II	\$320.81	\$330.43	\$340.34
Sr. Water Resources Engineer I	\$320.81	\$330.43	\$340.34
Sr. Water Resources Engineer II	\$275.83	\$284.10	\$292.62
Sr. Water Resources Engineer III	\$244.01	\$251.33	\$258.87
Sr. Biologist I	\$278.74	\$287.10	\$295.71
Sr. Biologist II	\$202.00	\$208.06	\$214.30
Sr. Biologist III	\$166.26	\$171.25	\$176.39
Biologist I	\$133.67	\$137.68	\$141.81
Biologist II	\$118.08	\$121.62	\$125.27
Project Controls Specialist	\$195.96	\$201.84	\$207.90

Sr. Landscape Architect	\$229.56	\$236.45	\$243.54
Landscape Architect	\$183.88	\$189.40	\$195.08
Sr Urban Designer I	\$260.00	\$267.80	\$275.83
Sr Urban Designer II	\$220.00	\$226.60	\$233.40
Urban Designer I	\$190.00	\$195.70	\$201.57
Urban Designer II	\$150.00	\$154.50	\$159.14
Urban Designer III	\$120.00	\$123.60	\$127.31

*** Reflects 3% Escalation**