

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 1 TO AGREEMENT NO. 230275(FC)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 230275(FC)** (the “Agreement”) is made and entered into effective as 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 Questa Engineering Corp., whose mailing address is 1220 Brickyard Cove Rd, Suite 206, Pt. Richmond, CA, 94801, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into the Agreement as of January 10, 2023, to provide professional services and assist the DISTRICT with the engineering, construction inspection, biological surveys, and other professional services related to the Bale Slough - Bear Creek Restoration Project; and

WHEREAS, CONTRACTOR is willing to continue provide such specialized services to DISTRICT under the terms and conditions set forth in the Agreement; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the Agreement to increase the maximum total compensation from \$72,000 per year to \$78,000 per year and modify the provisions of the Agreement to extend the term to June 30, 2028.

TERMS

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

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

Term of the Agreement. The term of this Agreement shall commence on the date written and shall expire on June 30, 2028, 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).

2. Paragraph 3 of the Agreement is hereby amended in full to read as follows:

Compensation.

- (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work pursuant to the Amendment No. 1, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit "B-1," attached hereto and incorporated by reference herein. As of the effective date above, Exhibit "B" is rescinded and replaced in full by Exhibit "B-1."
 - (b) Expenses. No travel or other expenses will be reimbursed by DISTRICT as these are set forth as direct costs in Exhibit "B-1."
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed SEVENTY-EIGHT THOUSAND (\$78,000.00) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
3. Except as provided in paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE LEFTY BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by DISTRICT and by CONTRACTOR through its duly authorized officer.

QUESTA ENGINEERING CORP.

By 
SYDNEY A. TEMPLE, Secretary

By 
NORMAN HANTZSCHE, President

"CONTRACTOR"

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

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

"DISTRICT"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> District Counsel</p> <p>Date: December 19, 2025 (No. 13114674)</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____ 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 B-1

COMPENSATION AND EXPENSE REIMBURSEMENT

Table 1. Estimated Project Cost for Bear Creek Restoration: Final Planning and Design Group B								
For: Napa County								
Questa Engineering Corporation -December 18, 2025								
	Principal	Senior Professionals	Staff Professionals	Drafting	Word Processing	Kleinfelder	BASIN	Total By Task
Rate per hour	\$ 225	\$ 175	\$ 135	\$ 120	\$ 100	Estimated Lump Sum	Estimated Lump Sum	
PHASE I. PRELIMINARY CONCEPT DESIGN REPORT AND ALTERNATIVES ANALYSIS								
Task 1 – Kick off- Background Data Review	4		4					\$ 1,440.00
Task 2 – Base Maps and Coordination	4		8	4				\$ 2,460.00
Task 3 – Final Project Cost Estimates	4		8					\$ 1,980.00
Task 4 – Final Design: 90 & 100% Drawings	6		40	8	8			\$ 8,510.00
Task 5. Bid Phase Assistance	2							\$ 450.00
Task 6. Construction Phase Services	16		4			\$ 40,000.00	\$ 4,000.00	\$ 48,140.00
Task 7. Contingency Budget	8	6	8	6		\$ 4,000.00		\$ 8,650.00
Total Labor Hours	44	6	72	18	8			
Labor Cost	\$ 9,900.00	\$ 1,050.00	\$ 9,720.00	\$ 2,160.00	\$ 800.00			
Total Labor Cost					\$ 23,630.00	\$ 44,000.00	\$ 4,000.00	\$ 71,630.00
Direct Costs								
Travel	\$ 500							
Field supplies/survey equip.	\$ 110							
sub contractor mark up (10%)	\$ 4,800							
Communications (Fed Ex, reproduction etc)	\$ 100							
Subtotal	\$ 5,510				Total cost	\$ 77,140		