

NAPA COUNTY AGREEMENT NO. 260134B (NCHA)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of October, 2025, (“Effective Date”) by and between NAPA COUNTY HOUSING AUTHORITY, a Public Housing Authority pursuant to California Health and Safety Code section 34200 et seq., hereinafter referred to as “AUTHORITY,” and Natural Systems Utilities-CA, Inc., whose address is 1070 Horizon Drive, Suite A, Fairfield, CA. 94533, hereinafter referred to as “CONTRACTOR.”

RECITALS

A. WHEREAS, AUTHORITY wishes to obtain professional services, as authorized by Government Code section 31000, in order to provide routine and non-routine public water system operator services and maintenance for the three farmworker housing centers owned by AUTHORITY identified as: (1) the Calistoga Center located at 3996 St. Helena Highway, Calistoga, (2) the River Ranch Center located at 1109 Silverado Trail South, St. Helena, and (3) the Mondavi Center located at 5589 Silverado Trail, Napa.

B. WHEREAS CONTRACTOR was selected to provide professional services awarded by Request for Proposal (RFP) after a competitive process conducted pursuant to RFP #DHCS072501, and is willing to provide services to AUTHORITY under the terms and conditions set forth herein.

C. For good and valuable consideration, the sufficiency of which is acknowledged, AUTHORITY and CONTRACTOR agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. CONTRACTOR shall provide professional services to AUTHORITY as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by AUTHORITY (if any), and CONTRACTOR’S proposal or statement of qualifications.

1.2 Schedule. CONTRACTOR shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. CONTRACTOR shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. CONTRACTOR represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. CONTRACTOR shall correct any professional services falling below this standard at its sole cost and expense, if notified by AUTHORITY within one year after completion of such services. This remedy is in addition to any other remedies that may be available to AUTHORITY in law or equity.

1.4 Correction of Deficient Services. CONTRACTOR shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven (7) days (unless another deadline is agreed to by the parties) of receipt of written notice from AUTHORITY. If CONTRACTOR fails to commence such steps within the seven day or other agreed-upon period, AUTHORITY may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to CONTRACTOR. If AUTHORITY takes such corrective action, CONTRACTOR shall be responsible for all reasonable costs incurred by AUTHORITY in performing such correction, including but not limited to the cost of AUTHORITY staff time and/or the amount paid to another contractor to correct the deficient services.

1.5 Other Remedies. This Article applies only to CONTRACTOR's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies AUTHORITY may have regarding the CONTRACTOR's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in CONTRACTOR's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by CONTRACTOR in writing and approved by AUTHORITY.

1.7 Government Code Section 7550. Every document or report prepared by CONTRACTOR for or under the direction of AUTHORITY pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of AUTHORITY exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2028, unless

terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. AUTHORITY may suspend all or any portion of CONTRACTOR's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. AUTHORITY must give 10 days prior written notice to CONTRACTOR of such suspension. AUTHORITY may rescind the suspension prior to or at 60 days by providing CONTRACTOR with written notice of the rescission, at which time CONTRACTOR will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. AUTHORITY may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to CONTRACTOR. The termination of the Agreement shall be effective 30 days after receipt of the notice by CONTRACTOR. After receipt of notice of termination of all or any portion of the Agreement, CONTRACTOR shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of CONTRACTOR's affected performance under the Agreement. CONTRACTOR shall deliver to AUTHORITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by CONTRACTOR in performing this Agreement, whether completed or unfinished. CONTRACTOR may keep copies for its own records. AUTHORITY shall pay CONTRACTOR for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by CONTRACTOR in providing AUTHORITY with the data and documents required by this paragraph. CONTRACTOR shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. AUTHORITY may terminate this Agreement for default if CONTRACTOR fails to satisfactorily perform any material obligation required by this Agreement. Default includes CONTRACTOR's failure to timely provide services in accordance with the schedule. If CONTRACTOR fails to satisfactorily cure a default within 10 days of receiving written notice from AUTHORITY specifying the nature of the default, AUTHORITY may immediately terminate this Agreement, and terminate each and every right of CONTRACTOR, and any person claiming any rights by or through CONTRACTOR under this Agreement. The rights and remedies of AUTHORITY enumerated in this paragraph are in addition to and independent of AUTHORITY's rights under any other provision of this Agreement and any right or remedy available to AUTHORITY at law or in equity.

2.4.1 Absence of Default. If after AUTHORITY gives notice of termination for cause, it is determined that CONTRACTOR was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of AUTHORITY under paragraph 2.3.

2.5 Purchasing Agent’s Authority. The AUTHORITY Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. AUTHORITY shall pay CONTRACTOR for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. AUTHORITY shall pay CONTRACTOR according to the compensation and fee schedule set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by AUTHORITY if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall be set forth in the table below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

Fiscal Year	Annual Total
2025-2026	\$113,475
2026-2027	\$125,475
2027-2028	\$125,475

The maximum annual amount of the Agreement shall not be changed without a written amendment executed by both parties on a date subsequent to the effective date referred to on page one (1) of this Agreement.

3.2 Payment Process. CONTRACTOR may submit one invoice per calendar month, in arrears for services provided, to the Department of Housing & Community Services Project Manager (or their designee) who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include CONTRACTOR’s name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and

CONTRACTOR presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow CONTRACTOR to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. CONTRACTOR acknowledges that the term of this Agreement may extend over multiple AUTHORITY fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. AUTHORITY is not obligated to pay CONTRACTOR, nor is CONTRACTOR obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Price Adjustments. After the first contract year, AUTHORITY may increase the unit prices or hourly rates in Exhibit "B" upon approval of CONTRACTOR's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONTRACTOR's written request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting CONTRACTOR, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. CONTRACTOR must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. AUTHORITY may only approve CONTRACTOR's request in writing. No price adjustments shall be adopted without a written amendment executed by both parties on a date subsequent to the effective date referred to on page one (1) of this Agreement. Increasing the unit prices or hourly rates pursuant to this paragraph shall not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. CONTRACTOR shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless AUTHORITY and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of AUTHORITY. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent CONTRACTOR is providing the services of a “design professional” as defined in California Civil Code section 2782, AUTHORITY acknowledges that CONTRACTOR’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. CONTRACTOR shall reimburse any and all costs AUTHORITY incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. CONTRACTOR shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on Napa County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. CONTRACTOR shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by AUTHORITY employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. CONTRACTOR shall comply immediately with all directives issued by AUTHORITY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. CONTRACTOR acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to AUTHORITY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of AUTHORITY relating to this Agreement. Violation of this paragraph by CONTRACTOR is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. CONTRACTOR shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. CONTRACTOR shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR shall indemnify and hold AUTHORITY harmless from any liability it may incur to the United States or the State of California if CONTRACTOR fails to pay or withhold, when due, all such taxes and obligations. If

AUTHORITY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR shall furnish AUTHORITY with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from AUTHORITY.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by CONTRACTOR and AUTHORITY. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though AUTHORITY's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be “non-binding” and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. CONTRACTOR shall provide AUTHORITY with access to CONTRACTOR's records which are reasonably necessary for AUTHORITY to review or audit CONTRACTOR's compliance with the provisions of this Agreement. CONTRACTOR shall provide such access within 10 business days after written request by AUTHORITY, either by providing copies of the requested records to AUTHORITY or allowing AUTHORITY to inspect and photocopy the records at CONTRACTOR's place of business where the records are kept. CONTRACTOR shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AUTHORITY

Napa County Housing Authority
2751 Napa Valley Corporate Dr. Bld. B
Napa, CA 94558

CONTRACTOR

Natural Systems Utilities-CA, Inc.
1070 Horizon Drive, Suite A
Fairfield, CA 94533

9.3 Independent Contractors. CONTRACTOR and its subconsultants, if any, are independent contractors and not agents of AUTHORITY. Any provisions of this Agreement that may appear to give AUTHORITY any right to direct CONTRACTOR concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that CONTRACTOR shall follow the direction of AUTHORITY concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set

forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by AUTHORITY.
- 9.4.4 CONTRACTOR's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than AUTHORITY and CONTRACTOR shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by CONTRACTOR and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by CONTRACTOR, are for the sole use of AUTHORITY. Neither the documents nor their contents shall be released by CONTRACTOR or any subconsultant to any third party without the prior written consent of AUTHORITY. Contractor shall not disclose records or other information provided by AUTHORITY under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to CONTRACTOR, at the time it was disclosed to CONTRACTOR by AUTHORITY; (2)

subsequently become publicly known through no act or omission of CONTRACTOR; or (3) otherwise become known to CONTRACTOR other than through disclosure by AUTHORITY.

9.9 Insolvency. CONTRACTOR shall notify AUTHORITY if CONTRACTOR enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AUTHORITY contract numbers and contracting offices for all AUTHORITY contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this

Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time. Any work completed by CONTRACTOR in excess of the maximum contract amount will not be compensated.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. CONTRACTOR may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without AUTHORITY's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at AUTHORITY's sole discretion. In no event shall any putative assignment create a contractual relationship between AUTHORITY and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by AUTHORITY, acting by and through the DEPARTMENT OF HOUSING & COMMUNITY SERVICES, and by CONTRACTOR through its duly authorized officer(s).

Natural Systems Utilities-CA, Inc., a California Corporation

By Jennifer Cohn
JENNIFER COHN, CFO

Natural Systems Utilities-CA, Inc., a California Corporation

By 
RICK PETROSINO, Vice-President

NAPA COUNTY HOUSING AUTHORITY,
a Public Housing Authority

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi (e-sign)</i></p> <p>Date: <u>9/4/25</u></p>
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EXHIBIT A SCOPE OF SERVICES

Commonly Used Acronyms

AUTHORITY – Napa County Housing AUTHORITY

Centers – the Calistoga, River Ranch, and Mondavi Farmworker Centers

CCR - California Code of Regulations

NCEH – Napa County Environmental Health Division

PWS – Public Water System(s) or Water Systems (CA28-00035, CA28-00039, CA28-00040)

I. Routine Operational and Regulatory Requirements

1. CONTRACTOR shall carry out the overall PWS operations and oversight responsibilities at the Centers to comply with the most current version of all state laws applicable to water systems, including but not limited to, the California Safe Drinking Water Act as contained in Division 104 of the California Health and Safety Code, and any regulations, standards, or orders adopted thereunder.
2. Operator Certification
 - a. CONTRACTOR shall be a State Certified treatment and/or distribution operator in accordance with Chapter 13, Title 22, of the California Code of Regulations (CCR), and in accordance with the requirements of the Napa County Environmental Health Division (NCEH).
3. CONTRACTOR shall provide Certified Water Distribution Operator Services at a Grade D1 or higher, and T2 Treatment Operator or higher.
4. CONTRACTOR shall provide bilingual (Spanish/English) operators and technicians.
5. CONTRACTOR shall notify NCEH and AUTHORITY within 24 hours if there is an event that the PWS is aware of that may affect the ability of the treatment plant to produce safe, potable water including, but not limited to, bacteriological samples containing E. coli or fecal coliform in the source water or distribution system, spills of raw sewage near the source, water outages, or significant pressure losses, or hazardous chemical spills in the vicinity of the water system.
6. CONTRACTOR shall work with a State-Certified laboratory and request notification within 24 hours whenever the presence of total coliforms, fecal coliforms or E. coli is present in a sample, if sample is invalidated, and whenever the level of nitrate in a single sample exceeds the Maximum Contaminant Levels (MCL).
 - a. CONTRACTOR shall ensure that a contact person is available to receive the analytical results 24-hours a day.

- b. CONTRACTOR shall require the laboratory to immediately notify NCEH of any positive bacteriological results if the laboratory cannot make direct contact with the CONTRACTOR within 24 hours.
7. CONTRACTOR shall maintain an operational logbook. The operational logbook shall be updated at minimum once per week and maintained at the treatment plant site.
8. CONTRACTOR shall record all maintenance associated with the arsenic adsorption system (CA28-00039).
 - a. Finished arsenic samples shall be collected monthly during normal operations, weekly if arsenic is detected, and daily if arsenic exceeds 9 ug/L. Results of this sampling shall be submitted electronically. CONTRACTOR shall notify NCEH and AUTHORITY within 48 hours if arsenic exceeds 9 ug/L.
 - b. When adsorptive media from a column is replaced in one train the corresponding column media in the other train shall be changed. All treatment media shall be transported and disposed of in a manner consistent with all applicable laws.
 - c. New arsenic adsorptive media shall be disinfected in accordance with American Water Works Association (AWWA) specifications and the manufacture's recommendations.
9. CONTRACTOR shall monitor chemical feed including checking and adjusting chlorination feed equipment and measuring free chlorine residuals by DPD method (CA28-00035).
 - a. Chemical feed dosages shall be calculated weekly in units of milligrams per liter, or whenever a change in dosage is performed. (CA28-00035)
10. CONTRACTOR shall monitor disinfection byproduct in accordance with Chapter 15.5, Title 22, of the CCR.
11. In the event the current UV disinfection system is unable to adequately disinfect the water, as documented by the presence of coliform, CONTRACTOR shall install an alternative method of disinfection approved by NCEH. The current UV disinfection system, supplied with a site glass or an intensity meter, is approved only on a conditional basis. The UV system must have an automatic shut-off switch to stop the flow of water when the light goes out or the intensity drops below the required level. (CA28-00039 & CA28-00040).
 - a. The UV light must be changed on an annual basis, at minimum, by the CONTRACTOR and an extra bulb must be kept on site. The system must be maintained per the manufacturer's recommendations.
 - b. For effective disinfection, the filter must be able to produce water with less than 1 NTU.
 - c. Each ultraviolet disinfection system must be fitted with flow restrictors that limit the flow to UV design flow. Valves shall be in place in order to isolate each unit.

12. CONTRACTOR shall maintain all treatment in accordance with manufacturer(s).
13. CONTRACTOR shall perform all bacteriological and chemical tests in compliance with the requirements of the California Drinking Water Standards to ensure the PWS is in compliance with all reporting requirements.
 - a. Monthly bacteriological reports from an approved lab must be submitted to NCEH office no later than the 10th day following the sampling period. The bacteriological samples shall be collected from the location specified in the Bacteriological Sample Siting Plan.
 - b. In the event of a positive routine sample, repeat sampling must be conducted in accordance with the PWS approved Bacteriological Sample Siting Plan and § 64424, Title 22 of CCR.
 - c. CONTRACTOR shall perform additional bacteriological samples in accordance with § 64421, Title 22 of the CCR, under the following circumstances:
 - i. after construction or repair of wells
 - ii. after main installation or repair
 - iii. after construction, repair, or maintenance of storage facilities
 - iv. any system pressure loss to less than 5 pounds per square inch (psi). Samples collected shall represent the water quality in the affected portions of the system.
14. CONTRACTOR shall perform Chemical tests in compliance with the requirements of the California Drinking Water Standards to ensure the Center PWS are in compliance with all reporting requirements. All water sources shall be sampled in accordance with the chemical monitoring requirements in § 64400 through 64470, Title 22 of the CCR, and as directed by NCEH. Chemical monitoring samples must be taken prior to any treatment, unless otherwise specified by NCEH.
15. CONTRACTOR shall conduct Quarterly sampling:
 - a. CA28-00039: Iron and manganese at the effluent of the treatment system;
 - b. CA28-00035: Iron, manganese, odor, and turbidity at the effluent of the treatment system;
 - c. CA28-00040: Iron, manganese at the effluent of the treatment system;
 - d. All sampling results must be analyzed by a California Environmental Laboratory Accreditation Program certified laboratory.
16. CONTRACTOR shall perform lead and copper monitoring in accordance with Chapter 17.5, Title 22, of the CCR.
17. CONTRACTOR shall submit all sample results shall electronically to the state Division of Drinking Water database, as required.
18. CONTRACTOR shall ensure that all water supplied by the AUTHORITY for domestic purposes shall meet all Maximum Contaminant Levels (MCLs) and Action Levels (Als) established by the State Water Resources Control Board. If the water quality does not comply with the California Drinking Water Standards, treatment shall be provided to meet standards.

19. CONTRACTOR shall meter wells, and record water usage at least monthly. Accurate records of water usage shall be maintained and available upon request.
20. CONTRACTOR shall maintain a 2' x 2' concrete pad that slopes away from the wellhead in good condition for all wells. A non-threaded down-turned sampling tap shall be located on the discharge line between the wellhead and the check valve. Sampling taps used for obtaining samples for bacteriological analysis shall not have a screen, aerator, or other such appurtenance. Provisions must be made to allow the well to be pumped to waste with a waste discharge line that is protected against backflow. A down-turned, screened vent shall be installed for all wells.
21. CONTRACTOR shall keep wellhead clear of debris and the wellhead shall be protected from contamination.
22. CONTRACTOR shall conduct monitoring of the PWS treatment plant distribution system facilities at a minimum frequency of once per week.
23. CONTRACTOR shall inspect the interior and exterior of all storage facilities at least quarterly and records of their condition and the conditions of their vents and screens shall be maintained. Storage facilities shall be securely locked at all other times.
24. CONTRACTOR shall maintain and update the Operations Plan, Emergency Disaster Plan, Emergency Notification Plan, and Bacteriological Sample Siting Plan as needed. The Emergency Notification Plan shall include procedures for handling water quality emergencies and violations. In the event that a water system has any increase in coliform, CONTRACTOR is required to contact NCEH and AUTHORITY within 24 hours, and in the event of a violation, the CONTRACTOR is required to notify the users of the water system in writing (English and Spanish).
25. CONTRACTOR shall maintain the emergency backup power system to operate the PWS during power outage, and train onsite employees in the operation of the backup power system annually.
26. CONTRACTOR shall complete and distribute a Consumer Confidence Report to the AUTHORITY and users of the water system and the Certification Form shall be submitted to NCEH, as required in Title 22, Division 4, Chapter 15 of the CCR.
27. CONTRACTOR shall maintain a program for the protection of the domestic water system against possible backflow from premises having dual or unsafe water systems in accordance with the cross-connection regulations contained in the California Code of Regulations, Title 17, §§ 7583 through 7605, and the Cross-Connection Control Policy Handbook adopted December 19, 2023 (California Health and Safety Code, § 116275(h)).
28. CONTRACTOR shall use only certified chemicals, materials, lubricants, and products that meet the specifications of American National Standard Institute/NSF International (ANSI/NSF) Standards 60 (direct additive) or 61 (indirect additive). (§ 64590 and 64591, Title 22 of the CCR).
29. CONTRACTOR shall maintain a flow meter at a location between each water source and the entry to the distribution system. (§ 64561, Title 22 of the CCR).

30. CONTRACTOR shall ensure PWS have adequate capacity to meet the system's maximum daily demand. The water system shall also have adequate storage capacity to meet the water system's maximum daily demand, unless the system can demonstrate that it has an additional source of supply or an emergency intertie that can meet the maximum day demand requirement. NCEH shall be notified within 24-hours of a water outage. (§ 64554, Title 22 of the CCR).
31. Installation or repairs of water mains and/or sewage mains shall be performed by CONTRACTOR in compliance with the requirements of § 64570, 64572, 64576, 64577, 64578, and 64580, Title 22 of the CCR.
32. Disinfection byproduct monitoring shall be performed by CONTRACTOR in accordance with Chapter 15.5, Title 22, of the CCR.
33. The distribution system shall be operated by CONTRACTOR in a manner that assures that the minimum operating pressure in the water main at the user service connection throughout the distribution system is not less than 20 psi at all times, per the requirements of § 64602, Title 22 of the CCR.
34. In accordance § 64585, Title 22 of the CCR, CONTRACTOR shall ensure all distribution storage tanks shall have at least one sample tap to enable representative sampling. All storage tank vents and other openings shall be constructed to prevent the entry of rainwater, runoff, birds, insects, rodents, or other animals.
35. CONTRACTOR shall maintain the PWS "as built" plans, maps, and drawings of the water system facilities in accordance with the requirements of § 64604, Title 22 of the CCR.
36. CONTRACTOR shall submit, as directed by NCEH, the Electronic Annual Report annually on the status and condition of the domestic water system.
37. CONTRACTOR shall maintain an NCEH approved backflow device between well and the irrigation system and between well and the fire supply system.
38. CONTRACTOR shall assist AUTHORITY in obtaining an annual permit to operate the water system in accordance with Napa County Code, Chapter 13.08.
39. CONTRACTOR PWS shall maintain records on all water quality complaints and system outage complaints received, both written and verbal, and correction action(s) taken. These records shall be retained for a period of five years. NCEH and AUTHORITY shall be contacted within 24-hours if the water system receives complaints related to potential waterborne disease. (§ 64470, Title 22 of the CCR)
40. CONTRACTOR shall complete the SAFER Clearinghouse report on a monthly basis.
41. CONTRACTOR shall represent the AUTHORITY in person during annual PWS inspections with NCEH to complete a Sanitary Survey and review the entire PWS and ensure safe operation, monitoring is up-to-date and the PWS is in compliance with State and Federal laws, rules, and regulations. A written report will be sent by NCEH with their findings and will note any items that need to be addressed. CONTRACTOR will directly address findings and/or work with AUTHORITY designee to address findings.

II. Repairs

42. Prior to commencing any repairs under this agreement, CONTRACTOR shall:
 - a. Provide a written scope of work outlining the specific tasks, deliverables, and timeline for the proposed work.
 - b. Provide a comprehensive estimate of all costs associated with the proposed work, including labor, materials, equipment, and any other anticipated expenses.
 - c. No work shall begin until the AUTHORITY has reviewed and provided written approval of both the scope of work and the cost estimate. Any work performed prior to receiving such written approval shall be considered unauthorized and may not be compensated.
43. If any repair work exceeds \$25,000 in value, bonds will be required. No repair project over \$55,000 may be authorized under this agreement. Repair work will not commence until authorized by the Executive Director of the Housing AUTHORITY or designee in writing.

III. Hours

44. To the extent possible, all routine work will be performed between 7:00 am and 4:00 pm Monday through Friday, excluding holidays. Overtime occurs after 8 hours per day/40 hours per week. Double time occurs on Sundays and holidays, as well as after 10 hours per day or 44 hours in a week.
45. Emergency/Non-Routine response time within 2 hours of request made by AUTHORITY.

IV. Center Operating Periods (subject to change)

46. From July 1st through June 30th, the Centers will operate (open for lodging) based on the following schedule:
 - a. Calistoga Farmworker Center CA2800039– Closed mid November (Reopens late December)
 - b. River Ranch Farmworker Center CA2800035 – Closed January (Reopens February)
 - c. Mondavi Farmworker Center CA2800040 – Closed Mid November (Reopens late December)

V. Scheduling

47. CONTRACTOR and AUTHORITY shall mutually establish a recurring schedule for routine services to be performed under this agreement. Each schedule shall include a description of specific service deliverables. Either party may request rescheduling of service with at least seventy-two (72) hours' notice. Emergency changes may be accommodated at the discretion of the other party.

VI. Water Conservation

48. CONTRACTOR shall promote water conservation among residents. These efforts shall include English and Spanish education or resources.
49. CONTRACTOR shall offer tools or platforms that allow AUTHORITY and Center residents to monitor water usage.
50. CONTRACTOR shall provide personalized feedback or alerts for excessive consumption.
51. CONTRACTOR shall promote leak detection and timely repairs.

VII. Presentations

52. At minimum, an annual presentation to the Napa County Housing Commission (an advisory board to the Board of Supervisors) on PWS performance and operations, regulatory compliance, maintenance and capital projects, financial and resource needs, emergency events, and customer service.
53. If requested by AUTHORITY, a presentation to the Napa County Housing Authority (Board of Supervisors) shall be provided by CONTRACTOR.

VIII. Billing Documentation

54. As a condition for payment, CONTRACTOR shall submit detailed invoices accompanied by appropriate backup documentation. The documentation must include, but is not limited to:
 - a. Itemized breakdown of routine services rendered
 - b. Itemized breakdown of consumables
 - c. Itemized breakdown of testing
 - d. Dates and locations of service delivery
 - e. Copies of relevant laboratory results (monthly, quarterly, annual)
 - f. Well head meter reading
 - g. SAFER Clearinghouse Reports (monthly)

IX. Reporting Requirements:

55. CONTRACTOR shall assist AUTHORITY in meeting its State reporting obligations. CONTRACTOR will keep AUTHORITY staff apprised of PWS operations monthly or more frequently if conditions warrant.
56. CONTRACTOR shall ensure that any reports, and any deliverable to AUTHORITY be delivered in a manner to ensure non-discrimination and equal access to AUTHORITY services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under § 508 of the Rehabilitation Act of 1973. Successful respondent

shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with Napa County's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of AUTHORITY 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 the 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.

Water System Name: NCHA Calistoga Farmworker Center

Water System Number: CA 2800039

Water System Classification: Community

Address: 3996 St. Helena Hwy, Calistoga, CA

Description: The system is served by a single well and includes a Lead/Lag Arsenic Removal System. The well serves approximately 70 occupants per day across two staff apartments, dorm units with congregate bathrooms, a commercial kitchen, laundry room, community garden, and a fire suppression system. The service area consists of 4 service connections. Maximum daily demand of 6,000 gallons.

Treatment:

- Arsenic Treatment- Metsorb HRM223; Two Lead/Lag (A&B) units run in parallel. The CONTRACTOR will monitor the test results of the Arsenic levels and rebed each column when the media has broken down and is no longer working effectively. **Approximately 5-6 columns per year.**
- Two (2) - 5 micron disposable cartridge filters (4x20 5005 filters) to pretreat for the arsenic reduction treatment system. Flushed weekly. CONTRACTOR will monitor and replace filters as needed. **Approximately 2 filters every 2 months.**
- Bacteria – Two (2) Ultraviolet (UV) Sanitron 2400C units (40 gpm). Two (2) UV lamps and UV quartz sleeve. CONTRACTOR will monitor and replace UV lamps and UV Quartz sleeve as needed. **Approximately 2 lamps and 1 quartz sleeve per year.**
- Softener - CONTRACTOR will monitor and replace chemicals and media to treat hardness, iron, and manganese, particulates, and sulfur dioxide. KDF 85. Sulfur dioxide removal.
 - Salt is added to the water softener to reduce the hardness of the water. **Approximately 15 bags per month.**
 - Res-up Resin Cleaner. **Approximately 1 quart per month.**

Storage:

- Two (2) - 3,000-gallon polyethylene tanks for treated water to meet the State Water Resources Control Board (SWRCB) Maximum Daily Demand which eliminates the requirement for a secondary water source (i.e., another well).

Distribution System:

- Pumps – 1 pressure zone; backup power is provided by a generator. A manual switch for the generator is onsite. Booster pumps capacity – 1.5Hp
- Piping – 2” PVC/Copper; age of material approximately 20 years (2005 construction)

Water System Name: NCHA River Ranch Farmworker Center

Water System Number: CA 2800035

Water System Classification: Community

Address: 1109 Silverado Trail South, St. Helena, CA

Description: This system is served by a single well. The well serves approximately 70 occupants per day across two staff apartments, dorm units with congregate bathrooms, a commercial kitchen, laundry room, community garden, and a fire suppression system. Maximum daily demand of 4,000 gallons.

Treatment:

- Softener- CONTRACTOR will monitor and replace chemicals and media to treat hardness, iron, and manganese, particulates, and sulfur dioxide.
 - Salt is added to the water softener to reduce the hardness of the water.
Approximately 15 bags per month.
 - Res-up Resin Cleaner. **Approximately 1 quart per month.**
 - Sodium Hypochlorite. **Approximately 2 gallons per month**
 - Stenner Pump. Stenner tube (rebuild kit) on the chlorine injector check valve and peristaltic tube must be replaced to ensure continuous operation. **Approximately 1x per year.**

Storage:

- Two (2) - 3,000 gallon polyethylene tanks for treated water to meet the State Water Resources Control Board (SWRCB) Maximum Daily Demand which eliminates the requirement for a secondary water source (i.e., another well).

Distribution System:

- There are two backflows and certification testing required on an annual basis by the SWRCB. The testing confirms no water is backflowing from irrigation or the fire tanks back into the potable water distribution system.
- Pumps – 1 pressure zone; backup power is provided by a generator. A manual switch for the generator is onsite. Booster pumps capacity – 5 Hp
- Piping – 2” PVC; age of material approximately 23 years (2002 construction)

Water System Name: NCHA Mondavi Farmworker Center

Water System Number: CA 2800040

Water System Classification: Community

Address: 5589 Silverado Trail, Napa, CA

Description: This system is served by a single well. The well serves approximately 70 occupants per day across two staff apartments, dorm units with congregate bathrooms, a commercial kitchen, laundry room, community garden, and a fire suppression system. Maximum daily demand of 5,230 gallons.

Treatment:

- Bacteria – UV Sanitron 2400C. Two (2) Ultra-violet (UV) lamps and UV quartz sleeve. CONTRACTOR will monitor and replace UV lamps and UV Quartz sleeve as needed. **Approximately 2 lamps and 1 quartz sleeve per year.**
- Particulates - Two (2) - 5 micron disposable cartridge filters (4x20 5005 filters) to pretreat fine sediment prior to UV disinfection units. CONTRACTOR will monitor and replace filters as needed. **Approximately 2 filters every 2 months.**
- Softener - CONTRACTOR will monitor and replace chemicals and media to treat hardness, iron, and manganese, particulates, and/or sulfur dioxide.
 - Salt is added to the water softener to reduce the hardness of the water. **Approximately 15 bags per month.**
 - Res-up Resin Cleaner. **Approximately 1 quart per month.**

Storage:

- Two (2) - 3,000 gallon poly tanks for treated water to meet the State Water Resources Control Board (SWRCB) Maximum Daily Demand and eliminate the requirement for a secondary water source (i.e., another well)

Distribution System:

- Pumps – 1 pressure zone; backup power is provided by a generator. A manual switch for the generator is onsite. Booster pumps capacity – 50 gpm
- Piping – 2” PVC; age of material approximately 20 years (2005 construction)

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

AUTHORITY will pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR’s proposal dated August 14, 2025, hereby incorporated into this Exhibit below.



4. PRICING & RATE PROPOSAL

Natural Systems Utilities (NSU) is pleased to submit the following pricing proposal for the operation and maintenance of the Calistoga, River Ranch, and Mondavi Farmworker Center Public Water Systems. Our pricing reflects a fixed rate structure for the initial three-year term, in accordance with the RFP requirements. Each site has been evaluated individually based on its unique treatment systems, sampling requirements, and operational needs.

A detailed breakdown of costs per site—including labor for O&M and compliance reporting, sampling, and consumables is provided in the pricing sheet below. Each line item corresponds to the scope of work outlined in the RFP and includes estimated frequencies and quantities.

	Y1 (\$)	Y2 (\$)	Y3(\$)	3Y total (\$)
<i>Calistoga</i>				
O&M services	\$ 17,728.74	\$ 21,728.74	\$ 21,728.74	\$ 61,186.21
Consumables*	\$ 17,521.90	\$ 17,521.90	\$ 17,521.90	\$ 52,565.70
Testing*	\$ 3,789.85	\$ 3,789.85	\$ 3,789.85	\$ 11,369.55
Non-routine**	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00
<i>Subtotal</i>	<i>\$ 43,040.48</i>	<i>\$ 47,040.48</i>	<i>\$ 47,040.48</i>	<i>\$ 137,121.45</i>
<i>River Ranch</i>				
O&M services	\$ 10,586.43	\$ 14,586.43	\$ 14,586.43	\$ 39,759.30
Consumables*	\$ 11,762.40	\$ 11,762.40	\$ 11,762.40	\$ 35,287.20
Testing*	\$ 2,544.11	\$ 2,544.11	\$ 2,544.11	\$ 7,632.34
Non-routine**	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00
<i>Subtotal</i>	<i>\$ 28,892.95</i>	<i>\$ 32,892.95</i>	<i>\$ 32,892.95</i>	<i>\$ 94,678.84</i>
<i>Mondavi</i>				
O&M services	\$ 16,972.09	\$ 20,972.09	\$ 20,972.09	\$ 58,916.26
Consumables*	\$ 16,911.74	\$ 16,911.74	\$ 16,911.74	\$ 50,735.23
Testing*	\$ 3,657.88	\$ 3,657.88	\$ 3,657.88	\$ 10,973.63
Non-routine**	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00
<i>Subtotal</i>	<i>\$ 41,541.71</i>	<i>\$ 45,541.71</i>	<i>\$ 45,541.71</i>	<i>\$ 132,625.13</i>
TOTAL	\$113,475.14	\$125,475.14	\$125,475.14	\$ 364,425.42

* consumables and testing are based solely on the minimum quantities and frequencies stated in the RFP, excess consumables and additional testing should they be required will be subject to additional charges beyond the above amounts. NSU is also open to having the Napa County Housing Authority retain control over the purchasing of consumables and laboratory fees instead, if so the above amount for consumables and testing can be directly subtracted and NSU’s offer will consist solely of the base O&M services fees.

** added amounts for non-routine services at the Napa County Housing Authority’s request dated 9/9/2025.



Assumptions

- All pricing includes labor, travel, consumables, and reporting unless otherwise noted.
- Emergency responses and out of scope services are not included within the amounts above and will be priced separately on an as needed basis.

 natural systems utilities		2025 Rates	
Engineering		2025 Rates	
Chief Technical Officer (095)	\$340.00	Operations Officer (500)	\$276.00
Principal (100)	\$315.00	Operations Director (501)	\$225.00
Principal Engineer (102)	\$245.00	Field Services Director (503)	\$225.00
Senior Managing Engineer (105)	\$225.00	Operations Managing Engineer (504)	\$184.00
Project Director (106)	\$225.00	Site Services Supervisor (506)	\$148.00
Managing Engineer I (110)	\$210.00	Operations Manager (510)	\$199.00
Managing Engineer II (112)	\$195.00	Compliance Supervisor (514)	\$165.00
Project Manager (TBD)	\$195.00	Compliance Coordinator (515)	\$110.00
Senior Project Engineer I (115)	\$180.00	Compliance Specialist(516)	\$131.00
Senior Project Engineer II (116)	\$170.00	OPSLead Oper (518)	\$139.00
Associate Project Manager (118)	\$160.00	Operations Supervisor (520)	\$158.00
Sr. Designer (207)	\$160.00	Operations Coordinator (521)	\$108.00
Project Engineer I (120)	\$155.00	Regional Operations Supervisor (522)	\$173.00
Project Engineer II (125)	\$145.00	Operations Lead Operator (523)	\$145.00
Designer/CAD Tech I (210)	\$140.00	W/WWTP Operator 5 (524)	\$117.50
Designer/CAD Tech II (212)	\$130.00	W/WWTP Operator 4 (525)	\$133.00
Engineering Intern I (460)	\$130.00	W/WWTP Operator 3 (526)	\$125.00
Engineering Intern II (465)	\$110.00	W/WWTP Operator 2 (527)	\$117.50
Technical Assistant (200)	\$105.00	W/WWTP Operator 1 (528)	\$104.00
Construction / Site Services		2025 Rates	
Construction Manager (400)	\$240.00	Facility Maintenance Tech (529)	\$124.00
Construction Supervisor (405)	\$179.00	Field Service Technician I (550)	\$134.00
Construction Foreman (410)	\$155.00	Field Services Lead Mechanical Tech (551)	\$150.00
Construction Coordinator (420)	\$112.00	Field Svcs Lead PLC& Controls Tech (552)	\$150.00
Chief Inspector (PE/CM) (450)	\$180.00	Field Service Technician II (555)	\$124.00
Inspector (455)	\$126.00	Field Service Technician III (556)	\$112.00
Administration		2025 Rates	
Administrative Intern (645)	\$82.00	Field Service PLC & Control Tech (557)	\$144.00
Administrative Assistant (652)	\$98.00	Field Services Lead Fabricator (558)	\$145.00
		Field Services Fabricator I (559)	\$128.00
		Field Services Fabricator II (560)	\$113.00
		Field Services Laborer (565)	\$95.00
		Fld Svc Crew Two Man Trk & Tools (578)	\$350.00
Other Services			
20 ton Crane with operator and tender	\$ 3600.00/day	2 ton and under crane truck rental	\$850/day
Court appearances, depositions, or professional testimony before Government authorities Case By Case	\$250/hr minimum	Materials billed at cost plus 20%	
Confined Space Entry - 2 person minimum with safety equipment	\$400/hr	Emergency Hours - any hours worked not considered regular hours 1.5 X Hourly Rate	

Dated 8/22/2025.

Lab testing (\$/sample)	
Bacteriological	\$ 54
Arsenic	\$ 49
Iron & Manganese	\$ 56
Odor	\$ 32
Turbidity	\$ 26
Chemicals	
Softener salt (\$/bag)	\$ 13
Resin cleaner (\$/quart)	\$ 26
Metsorb arsenic media (\$/column)	\$ 1,149
Sodium hypochlorite (\$/gal)	\$ 6
Consumables	
UV kit (lamp, sleeve, o-ring) (\$/kit)	\$ 575
Cartridge filter (\$/cartridge)	\$ 38
Pump rebuild kit (\$/kit)	\$ 128

Prices are exclusive of any labor for sampling or replacement.

EXHIBIT C INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. CONTRACTOR shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted or authorized to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by CONTRACTOR with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, proof of sufficient assets designated for

retention shall be provided to and approved by County. If such approval is not granted, the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

EXHIBIT D
CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is “public works” subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

D.1.1 Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

D.1.2 The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

D.2 Penalties for Violations. Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

D.3 Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

D.3.1 If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

D.3.2 County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

D.4 Apprentices. Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

D.5 Working Hours. Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of \$25 per worker per day pursuant to California Labor Code section 1813.

D.6 Required Provisions for Subcontracts. Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

D.7 Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract.”

D.8 Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

D.9.1 By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County’s request.

D.9.3 The registration requirement does not apply on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

D.10 Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.