

Napa County

1195 THIRD STREET
SUITE 310
NAPA, CA 94559



Agenda

Tuesday, July 15, 2025

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

Flood Control and Water Conservation District

Joelle Gallagher, District 1 (Chairperson)
Scott Sedgley, City of Napa (Vice Chairperson)
Liz Alessio, District 2
Anne Cottrell, District 3
Christopher DeNatale, City of Napa
Paul Dohring, City of St. Helena
Irais Lopez-Ortega, City of Calistoga
Amber Manfree, District 4
Marjorie Mohler, Town of Yountville
Belia Ramos, District 5
Pierre Washington, City of American Canyon

GENERAL INFORMATION

The Napa County Flood Control and Water Conservation District meets as specified in its adopted annual calendar in regular session at 1195 Third Street, Suite 305, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board of the Napa County Board of Supervisors. Requests for disability related modifications or accommodations, aids or services may be made to the Clerk of the Board's office no less than 72 hours prior to the meeting date by contacting (707) 253-4580.

The agenda is divided into three sections:

CONSENT ITEMS - These matters may include routine financial or administrative actions, as well as the final adoption of two-reading ordinances and are approved by a single vote.

PUBLIC HEARINGS - These items are noticed public hearings pursuant to government code.

ADMINISTRATIVE ITEMS - These items include significant policy and administrative actions and are classified by program areas.

All materials relating to an agenda item for an open session of a regular meeting of the Napa County Flood Control and Water Conservation District which are delivered to the Clerk and are provided to a majority or all of the Directors of the Board, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at the time of such distribution, in the office of the District Secretary, 1195 Third Street, Suite 305, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA please proceed to the podium and, after receiving recognition from the Chairperson, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chairperson or Board.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org or www.napaflooddistrict.org

How to Watch or Listen to the Napa County Flood Control and Water Conservation District Meetings

The Napa County Flood Control and Water Conservation District will continue to meet pursuant to the adopted 2024 calendar available at the following link:

<https://www.countyofnapa.org/1429/Board-of-Supervisors-Special-Districts-C>

The District realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Please watch or listen to the Napa County Flood Control and Water Conservation District meeting in one of the following ways:

1. Attend in-person at the Board of Supervisors Chambers, 1195 Third Street, Napa, CA 94559.
2. Watch on Zoom via www.zoom.us/join and enter Meeting ID 827-699-932-82 or listen on Zoom by calling 1-669-444-9171 then enter Meeting ID 827-699-932-82.
3. Watch via the Internet – view the Live Stream via Granicus by going to the following link:
http://napa.granicus.com/ViewPublisher.php?view_id=5
4. You may submit public comment for any item that appears on the agenda, or general public comment for any item or issue that does not appear on the agenda, as follows:
Via email: send your comment to the following email address:
publiccomment@countyofnapa.org. EMAILS WILL NOT BE READ ALOUD.

If you have any questions, contact us via telephone at (707) 253-4580 or email clerkoftheboard@countyofnapa.org.

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

- A. Approve minutes from the June 10, 2025 meeting. [25-955](#)

Attachments: [June 10, 2025](#)

4. PRESENTATIONS AND COMMENDATIONS

5. CONSENT ITEMS

- A. Approve and authorize Amendment No. 1 to Agreement No. 230230B (FC) with Ronald C. Critchley, extending the term to June 30, 2026, for a new maximum compensation of \$250,000 to provide specialized services to the District. (Fiscal Impact: \$250,000 Expense, Flood District - Flood Project, Budgeted; Discretionary) [25-819](#)

Attachments: [Agreement](#)

- B. Approve and authorize Agreement No. 260058B (FC) with Benchmark Civil Construction, Inc. for an annual maximum of \$159,470 for services pertaining to sediment removal from the Napa Creek bypass culverts. (Fiscal Impact: \$159,470 Expense; Flood District Fund; Budgeted; Discretionary) [25-1117](#)

Attachments: [Agreement](#)

- C. Approve a Budget Amendment to increase appropriations for Flood Project Maintenance - Measure A to fund maintenance charges for the Flood Project for Fiscal Year 2024-25. (Fiscal Impact \$125,000 Expense; Flood District Fund; Not Budgeted; Discretionary) [25-1149](#)
[4/5 vote required]

(CONTINUED FROM JUNE 10, 2025)

- D. Approve and authorize Amendment No. 4 to Agreement No. 220223B (FC) with HDR Engineering, Inc., increasing the maximum from \$8,480,351 to a new total of \$10,862,062. (Fiscal Impact: \$2,381,711 Expense, Flood Project; Budgeted; Discretionary) [25-1195](#)

Attachments: [Agreement](#)

- E. Approve and authorize Amendment No. 2 to Agreement No. 230184B (FC) with Miller Starr Regalia, increasing the maximum amount from \$700,000 to a new total of \$980,000. (Fiscal Impact: \$280,000 Expense, Flood Project Budget, Budgeted; Discretionary) [25-1226](#)

Attachments: [Agreement](#)

6. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

7. PUBLIC COMMENT

At this time, anyone may address the Board of the Napa County Flood Control and Water Conservation District regarding any subject not on today's agenda over which the Board has jurisdiction. Individuals will be limited to a three-minute presentation. No action will be taken by the Board of the Napa County Flood Control and Water Conservation District as a result of any item presented at this time.

8. ADMINISTRATIVE ITEMS

- A. Receive an update on the Phase II Stormwater National Pollutant Discharge Elimination System permit renewal. (No Fiscal Impact) [25-1067](#)

9. PUBLIC HEARINGS

- A. PUBLIC HEARING - Napa County Flood Control and Water Conservation District Budgets [25-1150](#)

Adopt a Resolution with respect to the proposed Napa County Flood Control and Water Conservation District Fiscal Year 2025-26 budgets continued from May 27, 2025, Public Hearing. (Fiscal Impact: \$65,776,866 Expense; Napa County Flood Control District; Discretionary) [14 affirmative votes required]

(CONTINUED FROM JUNE 10, 2025)

Attachments: [Resolution](#)
[Budget Summary](#)
[Budget Sheets](#)

10. DISTRICT MANAGER'S/ENGINEER'S REPORTS AND ANNOUNCEMENTS

11. BOARD OF DIRECTORS REPORTS AND ANNOUNCEMENTS

12. BOARD OF DIRECTORS FUTURE AGENDA ITEMS

13. CLOSED SESSION

- A.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1204](#)
(Government Code section 54956.8)
Properties: APN 044-301-026
Negotiating Party: Richard Thomasser, Flood District Manager,
Gracia, David T. & Leslie Ann
Under Negotiation: Price/Terms/Conditions of Payment
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
Gracia, David T. & Leslie Ann
Napa Superior Court Case No. 25CV000993
- B.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1205](#)
(Government Code section 54956.8)
Properties: APN 044-301-029
Negotiating Party: Richard Thomasser, Flood District Manager
Allan Nicholson and Connie Lee
Under Negotiation: Price/Terms/Conditions of Payment
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
Allan Nicholson and Connie Lee
Napa Superior Court Case No. 25CV000823

- C.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1206](#)
(Government Code section 54956.8)
Properties: APN 044-204-003
Negotiating Party: Richard Thomasser, Flood District Manager, California
Vacation Holdings Group, LLC Under Negotiation:
Price/Terms/Conditions of Payment

AND

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Name of case: California Vacation Club, a California nonprofit mutual
benefit corporation, v. Napa County Flood Control and Water
Conservation District and California Vacation Holdings Group, LLC, a
Florida limited liability company, and DOES 1 through 10, inclusive. Case
No. 24CV001395. First Amended Verified Complaint for: (1) Breach of
Governing Documents, (2) Preliminary and Permanent Injunctions, and (3)
Declaratory Relief.

AND

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Name of Case: Napa County Flood Control and Water Conservation
District v. California Vacation Holdings Group LLC, et al. Napa Superior
Court Case No. 25CV000695

- D.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1207](#)
(Government Code section 54956.8)
Properties: APN 044-220-004
Negotiating Party: Richard Thomasser, Flood District Manager, Suzanne E
Murray et al.
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
Suzanne E Murray et al.
Napa Superior Court Case No. 24CV002128

- E.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1208](#)
(Government Code section 54956.8)
Properties: APN 044-220-008
Negotiating Party: Richard Thomasser, Flood District Manager, 505
Lincoln Avenue Napa LLC
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
505 Lincoln Avenue Napa LLC
Napa Superior Court Case No. 24CV002125

- F.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1209](#)
(Government Code section 54956.8)
Properties: APN 044-230-006
Negotiating Party: Richard Thomasser, Flood District Manager
Mark Anthony Grassi & Jami Lee Tr
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v. Mark
Anthony Grassi and Jami Lee Grassi, Trustees Of The 1992 Grassi F et al
Napa Superior Court Case No. 24CV002146

14. ADJOURNMENT

**ADJOURN TO THE NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT REGULAR MEETING, TUESDAY, AUGUST 12, 2025 AT
9:00 AM.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, JULY 11, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE DISTRICT SECRETARY AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, District Secretary



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-955

TO: Napa County Flood Control and Water Conservation District
FROM: Neha Hoskins - Clerk of the Board/Secretary of the District Board
REPORT BY: Anthony Williams - Senior Deputy Clerk of the Board
SUBJECT: Approval of Minutes

RECOMMENDATION

Approve minutes from the June 10, 2025 meeting.

BACKGROUND

Clerk of the Board/Secretary of the District Board requests approval of minutes from the June 10, 2025 meeting.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Meeting Minutes

Napa County Flood Control and Water Conservation District

Joelle Gallagher, District 1 (Chairperson)
Scott Sedgley, City of Napa (Vice Chairperson)
Liz Alessio, District 2
Anne Cottrell, District 3
Christopher DeNatale, City of Napa
Paul Dohring, City of St. Helena
Irais Lopez-Ortega, City of Calistoga
Amber Manfree, District 4
Marjorie Mohler, Town of Yountville
Belia Ramos, District 5
Pierre Washington, City of American Canyon

Tuesday, June 10, 2025

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

1. CALL TO ORDER; ROLL CALL

Present: Chairperson Joelle Gallagher, Vice-Chairperson Scott Sedgley, Directors Liz Alessio, Christopher DeNatale, Irais Lopez-Ortega, Amber Manfree, Marjorie Mohler, and Belia Ramos. Directors Anne Cottrell, Paul Dohring, and Pierre Washington were excused. The meeting was called to order by Chairperson Joelle Gallagher.

2. PLEDGE OF ALLEGIANCE

Chair Joelle Gallagher led the assembly in the Pledge of Allegiance.

3. APPROVAL OF MINUTES

A. Approve minutes from the May 13, 2025 and May 27, 2025 meetings. [25-899](#)

Motion Text: Approve the Minutes.

Voting Yes: Alessio, Mohler, DeNatale, Lopez-Ortega, Manfree, Ramos, Sedgley, and Gallagher

Voting No: None

Recusals: None

Excused: Cottrell, Dohring, and Washington

Result: Passed

4. PRESENTATIONS AND COMMENDATIONS

None

5. CONSENT ITEMS

Motion Text: Approve the Consent Calendar as amended.
Voting Yes: Mohler, Sedgley, Alessio, DeNatale, Lopez-Ortega, Manfree, Ramos, and Gallagher
Voting No: None
Recusals: None
Excused: Cottrell, Dohring, and Washington
Result: Passed

A. Approve and authorize Amendment No. 1 to Agreement No. 230009B (FC) with Suzanne Bontempo dba Plant Harmony, extending the term through June 30, 2026, with an option to be automatically renewed for one additional year at the end of fiscal year 2025-26. (Fiscal Impact: \$19,250 Expense; Flood District; Budgeted; Discretionary) [25-719](#)

Enactment No: A-230009B (FC) Amend. 1

B. Approve a Budget Amendment to increase appropriations for Flood Project Maintenance - Measure A to fund maintenance charges for the Flood Project for Fiscal Year 2024-25. (Fiscal Impact \$125,000 Expense; Flood District Fund; Not Budgeted; Discretionary) [25-865](#)
 [4/5 vote required]

Item moved to a future agenda.

C. Award Construction Contract No. 260021B(FC) to Siteworks Construction for the Bale Slough-Bear Creek Restoration Project - Group C, FC 25-01 for their low bid of \$1,798,670.36. (Fiscal Impact: \$1,798,671 Expense; Flood District - Watershed Projects; Budgeted; Discretionary) [25-889](#)

Enactment No: A-260021B (FC)

D. Approve and authorize Amendment No. 3 to Agreement No. 220322B (FC) with Associated Right of Way Services for the Napa River/ Napa Creek Flood Protection Project - Floodwalls North of the Bypass to fund the consultants for Real Estate acquisition for the Project through FY 2026-27. (No Fiscal Impact; Flood District - Flood Project; Not Budgeted; Discretionary) [25-954](#)

Enactment No: A-220322B (FC) Amend. 3

E. Adopt a Resolution to amend the District Bylaws related to the Purchasing Policy for the Napa County Flood Control and Water Conservation District. (No Fiscal Impact; Discretionary) [25-1053](#)

Enactment No: R-2025-10 (FC)

6. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

None

7. PUBLIC COMMENT

None

8. ADMINISTRATIVE ITEMS

- A. Discussion and nomination of two Flood District Board Members to sit on the Napa River Napa Creek Flood Protection Project Relocation Appeals Board. (No Fiscal Impact) [25-1072](#)

Engineering Technician II Joseph Panchesson made presentation.

Discussion held.

Motion Text: Appoint Joelle Gallagher and Scott Sedgley to sit on the Napa River Napa Creek Flood Protection Project Relocation Appeals Board.

Voting Yes: Ramos, Lopez-Ortega, Alessio, DeNatale, Manfree, Mohler, Sedgley, and Gallagher

Voting No: None

Recusals: None

Excused: Cottrell, Dohring, and Washington

Result: Passed

9. PUBLIC HEARINGS

- A. PUBLIC HEARING - Napa County Flood Control and Water Conservation District Budgets [25-820](#)

Adopt a Resolution with respect to the proposed Napa County Flood Control and Water Conservation District Fiscal Year 2025-26 budgets continued from May 27, 2025, Public Hearing. (Fiscal Impact: \$65,776,866 Expense; Napa County Flood Control District; Discretionary)
[14 affirmative votes required]

Chair Joelle Gallagher opened the public hearing.

Chief Deputy County Counsel Thomas Zeleny made presentation.

District Manager Richard Thomasser made presentation.

Flood District Staff Services Analyst Sarah Geiss made presentation.

Chair Joelle Gallagher opened the public hearing.

Motion Text: Adopt the Resolution.

Voting Yes: Mohler, Ramos, Alessio, DeNatale, Lopez-Ortega, Manfree, Sedgley, and Gallagher

Voting No: None

Recusals: None

Excused: Cottrell, Dohring, and Washington

Result: Failed

10. DISTRICT MANAGER'S/ENGINEER'S REPORTS AND ANNOUNCEMENTS

District Manager Richard Thomasser reported they are still waiting on the U.S. Army Corps of Engineers to execute the Project Cooperation Agreement (PCA), which has been a two-year process. Once a final draft is received, it will be brought to the District Board for approval and will then be sent to the Commander of the Army Corps' Sacramento District for signature. The District is hoping to have it signed by August so as to not delay construction. Thomasser reported 50% of escrows for land acquisition have closed this week. The design of the Floodwalls North of the Bypass Project is final with bid documents being prepared. The California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) reviews have been completed with the Finding of No Significant Impact (FONSI) review wrapping up within the next two weeks. Thomasser also reported there will be data recovery next week for any archeological findings along the affected stretch of the Napa River Trail that should last for a couple of weeks. Lastly, Thomasser reported there will be biological monitoring south of Lincoln Avenue later this summer, along with the removal of vegetation that may be in conflict with construction.

11. BOARD OF DIRECTORS REPORTS AND ANNOUNCEMENTS

None

12. BOARD OF DIRECTORS FUTURE AGENDA ITEMS

Director Marjorie Mohler requested a review of the 4/5 votes requirement.

13. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1056](#)

(Government Code section 54956.8)

Properties: APN 044-301-026

Negotiating Party: Richard Thomasser, Flood District Manager,

Gracia, David T. & Leslie Ann

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.

Gracia, David T. & Leslie Ann

Napa Superior Court Case No. 25CV000993

Closed Session held. No reportable action.

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1058](#)
 (Government Code section 54956.8)
 Properties: APN 044-301-029
 Negotiating Party: Richard Thomasser, Flood District Manager
 Allan Nicholson and Connie Lee
 Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 (Government Code section 54956.9(d)(1))
 Napa County Flood Control and Water Conservation District v.
 Allan Nicholson and Connie Lee
 Napa Superior Court Case No. 25CV000823

Closed Session held. No reportable action.

- C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1059](#)
 (Gov. Code § 54956.8)
 Properties: APN 044-204-003
 Negotiating Party: Richard Thomasser, Flood District Manager, California
 Vacation Holdings Group, LLC Under Negotiation: Price/Terms/Conditions
 of Payment

AND

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
 (Gov. Code § 54956.9(d)(1))
 Name of case: California Vacation Club, a California nonprofit mutual
 benefit corporation, v. Napa County Flood Control and Water Conservation
 District and California Vacation Holdings Group, LLC, a Florida limited
 liability company, and DOES 1 through 10, inclusive. Case No.
 24CV001395. First Amended Verified Complaint for: (1) Breach of
 Governing Documents, (2) Preliminary and Permanent Injunctions, and (3)
 Declaratory Relief.

AND

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 (Government Code section 54956.9(d)(1))
 Name of Case: Napa County Flood Control and Water Conservation District
 v. California Vacation Holdings Group LLC, et al. Napa Superior Court
 Case No. 25CV000695

Closed Session held. No reportable action.

- D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1060](#)
(Government Code section 54956.8)
Properties: APN 044-220-004
Negotiating Party: Richard Thomasser, Flood District Manager, Suzanne E Murray et al.
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
Suzanne E Murray et al.
Napa Superior Court Case No. 24CV002128

Closed Session held. No reportable action.

- E. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1061](#)
(Government Code section 54956.8)
Properties: APN 044-220-008
Negotiating Party: Richard Thomasser, Flood District Manager, 505 Lincoln Avenue Napa LLC
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
505 Lincoln Avenue Napa LLC
Napa Superior Court Case No. 24CV002125

Closed Session held. No reportable action.

- F. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1062](#)
(Government Code section 54956.8)
Properties: APN 044-230-006
Negotiating Party: Richard Thomasser, Flood District Manager
Mark Anthony Grassi & Jami Lee Tr
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v. Mark
Anthony Grassi and Jami Lee Grassi, Trustees Of The 1992 Grassi F et al
Napa Superior Court Case No. 24CV002146

Closed Session held. No reportable action.

G. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

[25-1103](#)

(Government Code Section 54956.8)

Properties: APN 044-314-007

Negotiating Party: Richard Thomasser, Flood District Manager, Maria

Vasilieva & Greghk Valdovinos

Under Negotiation: Price/Terms/Conditions of Payment

Closed Session held. No reportable action.

14. **ADJOURNMENT**

**ADJOURN TO THE NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT REGULAR MEETING, TUESDAY, JULY 15, 2025 AT
9:00 AM.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, District Secretary



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-819

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Amendment No. 1 to Agreement No. 230230B (FC) with Ronald C. Critchley

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 230230B (FC) with Ronald C. Critchley, extending the term to June 30, 2026, for a new maximum compensation of \$250,000 to provide specialized services to the District. (Fiscal Impact: \$250,000 Expense, Flood District - Flood Project, Budgeted; Discretionary)

BACKGROUND

Ronald C. Critchley has been providing professional services to the County and District since 2009 under a previous Agreement (Contract #6807). Ronald C. Critchley has a great deal of experience supporting the District in its construction projects and possesses historical knowledge of past District activities.

The scope of this contract includes, but is not limited to, the following items: serve as District's point of contact to contractor superintendents, inspect construction projects for adherence to approved plans and specifications, oversee materials testing and inspection by District's materials testing and inspecting consultant, attend weekly construction meetings as necessary, inform District Engineer of construction progress and issues in the field, draft and negotiate change orders as required as well as keep change order log, prepare monthly progress payments for approval by District Engineer, review construction documents for constructability issues before they go out to bid, oversee Labor Compliance Program Consultant activities while keeping the District Engineer informed, serve as liaison between Contractor and District staff, utility companies, and others, and monitor Contractor quality control and quality assurance during construction of projects.

Ronald C. Critchley will be serving as the lead Construction Manager of the Floodwalls North of the Bypass Project and the Bale Slough / Bear Creek Restoration - Group C Project, which will both be constructed between years 2025 and 2028.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 23023B (FC) with Ronald C. Critchley

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 8001000, Account 52310
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The services to be performed by Ronald C. Critchley under this agreement are as needed to ensure that the District’s construction projects move forward.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Without construction inspection support, the District would be unable to execute the necessary administrative, supportive, and oversight work to the contractor throughout the scope of a project

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Napa River/Napa Creek Flood Protection Project was included in the Final Environmental Impact Report/Statement (FEIR/EIS). The FEIR was circulated twice for public comment, from December 19, 1997 to February 13, 1998, and again in October and November 1998 (although not required), then certified by the Board of Directors of the Napa County Flood Control and Water Conservation District on May 4, 1999. The U.S. Army Corps of Engineers certified the Final Supplemental Environmental Impact Statement (FSEIS) on June 9, 1999.

**AMENDMENT NO. 1 TO
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AGREEMENT NO. 230230B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 1 (“Amendment No. 1”) to NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 230230B (FC) (“Agreement”) is made and entered into effective as of _____, 2025, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and Ronald C. Critchely, whose mailing address is 1126 La Homa Dr., Napa CA 94558, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on December 6, 2022, DISTRICT entered into Napa County Flood Control and Water Conservation District Agreement No. 230230B (FC) (the “Agreement”) with CONTRACTOR in order to assist DISTRICT with construction inspection services; and

WHEREAS, DISTRICT and CONTRACTOR now desire to amend the Agreement to update the term, change the rate of compensation, and increase maximum amount of compensation of the Agreement; and

WHEREAS, CONTRACTOR is willing to continue to provide such specialized services to DISTRICT under the terms and conditions set forth herein.

TERMS

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

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

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, 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). The term of this Agreement shall be automatically renewed for one additional year at the end of the fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the

expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3 of the Agreement is hereby amended in full to read as follows:
 - (a) Rates. In consideration of CONTRACTOR'S fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rate of One Hundred (\$100.00) dollars per hour.
 - (b) Expenses. No travel or other expenses will be reimbursed by the DISTRICT.
 - (c) Maximum Amount. Notwithstanding subparagraph (a) and (b), the maximum payment under this Agreement shall be a total of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) for professional services; 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. Except as provided in paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.
4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

RONALD C. CRITCHLEY

By 
RONALD C. CRITCHLEY

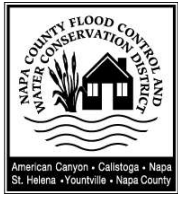
“CONTRACTOR”

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

By _____
JOELLE GALLAGHER, Chairperson of the Board of Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A Bagley</u> Deputy County Counsel</p> <p>Date: <u>05/21/2025</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1117

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser, District Manager
REPORT BY: Jeremy Sarrow, Watershed and Flood Control Operations Manager
SUBJECT: Agreement 260058B (FC) with Benchmark Civil Construction

RECOMMENDATION

Approve and authorize Agreement No. 260058B (FC) with Benchmark Civil Construction, Inc. for an annual maximum of \$159,470 for services pertaining to sediment removal from the Napa Creek bypass culverts. (Fiscal Impact: \$159,470 Expense; Flood District Fund; Budgeted; Discretionary)

BACKGROUND

The Napa County Flood Control and Water Conservation District is responsible for maintaining infrastructure that supports effective flood risk management throughout the region. One critical component of this system is the Napa Creek bypass culverts, which were designed to convey stormwater flows efficiently and reduce the risk of flooding in adjacent neighborhoods and commercial areas.

In order for the bypass system to function as intended, it is essential that the District ensures unobstructed flow conveyance leading into and through the culverts. Accumulation of debris, sedimentation, or overgrowth of vegetation can significantly reduce hydraulic capacity, compromising the effectiveness of the flood protection system and increasing the risk to surrounding properties and public safety.

Ongoing maintenance of these culverts is therefore a core responsibility of the District, necessary to uphold the performance and integrity of the flood protection infrastructure constructed as part of the Napa River/Napa Creek Flood Protection Project.

The District advertised a Request For Proposals (RFP) on June 4, 2025 in order to hire a general contractor to remove sediment from within the Napa Creek bypass culverts. Benchmark Civil Construction submitted the most qualified proposal pursuant to the scope of work outlined in the RFP.

Requested Actions:

1. Approve and authorize Agreement No. 260058B (FC) with Benchmark Civil Construction.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 8000500
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The District is responsible for maintaining flow conveyance so that the Napa Creek bypass culverts can function as designed to prevent flooding within adjacent areas
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The District would not be able to maintain flow conveyance in the culverts leading to potential flooding in adjacent areas

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed routine maintenance activity is covered under the District's Stream Maintenance Program (SMP) which is a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines). A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AGREEMENT NO. 260058B**

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, this ____ day of _____, 2025, by and between NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a political subdivision of the State of California, hereinafter referred to as “District,” and BENCHMARK CIVIL CONSTRUCTION, INC. whose address is 973 Enterprise Way, Napa, CA 94558, hereinafter referred to as “Contractor.”

RECITALS

- A. District needs the services of a licensed contractor in order to perform sediment removal, transport, and disposal.
- B. Contractor was selected to perform the work pursuant to a competitive process advertising a Request for Proposals (RFP) issued on June 4, 2025.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, District and Contractor agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF WORK

1.1 Scope of Work. Contractor shall perform the scope of work 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, Request for Quotes, or Invitation for Bids issued by District (if any), and Contractor’s proposal, quote, or bid.

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

1.3 Warranty. Contractor warrants to District that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by District within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

1.4 Warranty Response Time. Contractor shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from District unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, District may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If District takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by District in performing the warranty work, including but not limited to the cost of District staff time and the amount paid to another contractor to perform the warranty work.

1.5 Other Remedies. This Article applies only to Contractor's obligation to correct warranty work and is not intended to constitute a period of limitations or waiver of any other rights or remedies District may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

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 1 year(s) after the Effective Date unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. District 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 the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. District shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.3 Termination for Cause. District 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 perform the scope of work in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 10 days of receiving written notice from District specifying the nature of the default, District 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 District enumerated in this paragraph are in addition to and independent of District's rights under any other provision of this Agreement and any right or remedy available to District at law or in equity.

2.3.1 Absence of Default. If after District 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 District under paragraph 2.2.

2.4 Director's Authority. The Director of Public Works 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. District shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. District shall pay Contractor the fixed price of ONE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED SEVENTY (\$159,470.00).

3.1.2 Expenses. Travel or other expenses will only be reimbursed by District 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 not exceed a total of ONE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED SEVENTY (\$159,470.00) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon work actually performed and reimbursable expenses actually incurred.

3.2 Payment Process. Contractor may submit one invoice per calendar month, in arrears for work performed, to the District Engineer who will review the invoice to confirm its contents match the work performed during the period covered by the invoice. If approved, the invoice will be forwarded to the District for payment 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 District 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 work, 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 County 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. District is not obligated to pay Contractor, nor is Contractor obligated to perform further work, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 Retention. District will retain five percent (5%) of each progress payment for construction and repair work to ensure successful completion of the scope of work. If District determines that satisfactory progress is being made at any time after fifty percent of the work has been completed, District may make any of the remaining progress payments in full for actual work completed.

3.4.1 Deposit of Securities. Contractor may elect to receive 100 percent of payments due under this Agreement without retention of any portion of the payment by District, by depositing securities of equivalent value with District in accordance with the provisions of California Public Contract Code section 22300. Such securities shall be valued by District, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in California Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District.

3.4.2 Escrow Account. Alternatively, upon request by Contractor, District shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, in accordance with Public Contract Code section 22300.

3.4.3 Exclusion. District shall not withhold retention from payments to Contractor for bonds or insurance.

ARTICLE IV – BONDS AND INSURANCE

4.1 Insurance. Prior to commencing the scope of work, 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 subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

4.3 Performance and Payment Bonds. If the maximum amount of this Agreement in paragraph 3.1.3 exceeds \$25,000.00, excluding the cost of any maintenance work, Contractor shall furnish and maintain the following performance and payment bonds for the duration of this Agreement, each in the amount set forth in paragraph 3.1.3 above.

4.3.1 Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

4.3.2 Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the project. The payment bond shall be maintained by Contractor in full force and effect until the project is accepted by District and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

4.3.3 Licensed Surety. All bonds shall be issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the California Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

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 District 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, contractors and subcontractors in performing work 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 District or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims 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 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Enforcement Costs. Contractor shall reimburse any and all costs District incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.4 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 subcontractors to comply, with the following policies, copies of which are available on 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 District Employees. Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by District employees or contractors.

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 District 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 District 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 work under this Agreement. Contractor further warrants that it is unaware of any financial or economic

interest of any public officer or employee of District 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 District 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 District is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor shall furnish District with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from District.

7.4 Prevailing Wage Requirements. The scope of work includes “public works” as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

7.5 Clayton and Cartwright Acts. Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Trenching and Excavation. If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify District in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

7.6.1 Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

7.6.2 Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

7.6.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Contractor Claims. If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by District, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor’s claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

8.2 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.

8.3 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.

8.4 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 District. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.5 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 District’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.

8.6 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 District with access to Contractor’s records which are reasonably necessary for District 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 District, either by providing copies of the requested records to District or allowing District 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.

DISTRICT

Richard Thomasser
804 Frist Street
Napa, CA, 94558

CONTRACTOR

Joel Gentry
973 Enterprise Way
Napa, CA, 94558

9.3 Independent Contractors. Contractor and its subcontractors, if any, are independent contractors and not agents of District. Any provisions of this Agreement that may appear to give District any right to direct Contractor concerning the details of performing the scope of work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of District 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 work 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 District.
- 9.4.4 Contractor's bid or proposal.

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 District 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 subcontractors, consultants 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 is 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. All work performed by Contractor and any subcontractors, 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 District. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of District. Contractor shall not disclose records or other information provided by District under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or

otherwise known to Contractor, at the time it was disclosed to Contractor by District; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by District.

9.9 Insolvency. Contractor shall notify District 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 District contract numbers and contracting offices for all District 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 before or 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 1.3 (Warranty), 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.

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 District's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at District's sole discretion. In no event shall any putative assignment create a contractual relationship between District 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 DISTRICT acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

BENCHMARK CIVIL CONSTRUCTION, INC

By Joel Gentry
 Joel Gentry
 President

By Brad Isham
 Brad Isham
 Secretary

“CONTRACTOR”

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

By _____
 JOELLE GALLAGHER
 Chairperson of the Board of Directors

“DISTRICT”

<p>APPROVED AS TO FORM District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: July 1, 2025</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date:</p> <p>Processed By:</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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EXHIBIT A

SCOPE OF WORK

I. Description of Work

See Attachment 1 to this Exhibit A.

Contractor shall provide sediment removal, transport, and disposal services in accordance with Contractor's proposal dated June 30, 2025, which is hereby incorporated into this Exhibit by reference.



CIVIL CONSTRUCTION, INC. 707-254-8705

License A #957791 DIR #100031718

COMPANY INFORMATION

Benchmark Civil Construction, Inc.

973 Enterprise Way Napa, Ca. 94558

www.benchmarkcivilconstruction.com

Benchmark is a California Corporation that provides services for:

Grading

Excavation

Asphalt paving

Chip seal

Minor concrete

Underground utilities

Equipment transport

Material trucking

For information on services contact:

Joel Gentry, President

973 Enterprise Way. Napa, Ca. 94558

707-320-8756 Cell

707-254-8705 Office

joel@benchmarkcivilconstruction.com

Benchmark is not involved with any litigation, arbitration or mediation pertaining to any claims filed by or against Benchmark Civil Construction

Joel Gentry,

President



CIVIL CONSTRUCTION, INC 707-254-8705

CSLB License #957791 Class A

DIR #100031718

PROPOSAL

6/30/2025

Napa County Flood Control

RE: Napa Creek Downstream Bypass Culvert Sediment Removal

ATTN: Jeremy Sarrow & Mark Snyder

Benchmark Civil Construction is pleased to provide the following proposal for your project:

Pricing based on: RFP dated June 4, 2025 and Addendum #1 dated June 25, 2025.

- 1) Mobilization of equipment \$8,380.00
Includes:
 -Payment and performance bonds
 -Transport of (2) large excavators, 1 small excavator and (2) skid steers

- 2) Traffic Control \$3,500.00
Includes:
 -Traffic control plan and submission to City of Napa after District review
 -Trucking haul route map for review by City of Napa
 -Implementation of traffic control
Excludes:
 -City of Napa Encroachment permit

- 3) Removal and replacement of trash grates \$11,590.00
Includes:
 -Remove all grates at North end of both box culverts
 -Transport to 220 S. Coombs per addendum #1
 -Transport grates back to project upon completion
 -Replace all grates

- 4) De-watering \$6,320.00
Includes:
 -De-water standing water in both culverts
 -Filtration bags on discharge hoses
 -Straw wattle dams
 -De-watering as needed throughout sediment removal
 -Use of power source on light pole at South end of bypass

- 5) Pre and post inspections \$580.00
Includes:
 -Culvert pre inspection with video and written report
 -Culvert post inspection with video and written report

- 6) Cofferdam \$9,740.00
Includes:
 -Use existing sediment to create berm to control tidal waters
 -Cover sediment berm with visqueen or filter fabric
 -Install water filled coffer dam on sediment berm if needed

7) Sediment removal **\$117,160.00**

Includes:

- Remove +/- 1,200 yards of sediment from both box culverts
- Load truck from North end of box culverts
- Haul sediment to 942 Hartle Court
- Removal of sediment berm at low tide once culverts are clean and off haul sediment berm

8) Clean up **\$2,200.00**

Includes:

- Clean load out area asphalt
- Expose/clean up rip rap at box culvert inlets

TOTAL =\$159,470.00



CIVIL CONSTRUCTION, INC. 707-254-8705

License A #957791 DIR #100031718

Napa Creek Downstream Bypass Culvert Sediment Removal

Safety Plan:

All personnel will comply with Benchmark's Code of Safe Practices which has been reviewed and approved by OSHA as part of our IIPP program.

All personnel will wear appropriate PPE while on site

A certified confined space foreman will be on site at all times

Ventilation equipment will be utilized through the manholes in the parking lot

Gasses and fumes will be monitored throughout the working day

Site foreman will also be available on site to interact with pedestrians and maintain their safety

Method:

We will lower 1 skid steer at each culvert inlet

Skid steers will move sediment from throughout the culvert to the North end and stockpile on concrete apron

One excavator will be above each inlet on the asphalt, metal trench plates will be used to protect asphalt

Each excavator will load out stockpiled material into 10 wheel or end dump trucks

Past projects/References:

1. Remove and replace culvert at old landfill located in American Canyon for Napa-Vallejo Waste Authority. The culverts transferred tidal water through the service road to the Leachate system.

Work performed for Napa County. Rep: Chris Celsi

2. From and pour 16'x16' manhole on existing dual 72" storm drain pipes on Cordelia Avenue in Fairfield. The dual 72" culverts carried tidal water into Suisun slough. Work performed for Private contractor.

3. Homeless Camp clean up at Kennedy Park in Napa. Work performed for City of Napa. Rep: Jeff Gittings

4. LBRID groundwater mitigation project at sewage treatment ponds. Work performed for Napa County. Rep: Chris Silke.

Qualifications:

We have operated in the Napa Valley since 2010. We have completed projects with a wide variety of scopes for Napa County Public Works, Napa-Vallejo Waste Management, City of Napa Public Works, City of Napa Water Department, City of Napa Parks Department, Napa Sanitation District, Town of Yountville and many private contractors throughout the Napa Valley.

Subcontractors:

No subcontractors to be used on this project.

BENCHMARK

CIVIL CONSTRUCTION, INC. EQUIPMENT & LABOR RATES – AAW

	<u>Operated</u>		
PC290 Excavator	\$280.00	<u>LABOR</u>	
PC210 Excavator	\$250.00	Project Manager	\$160.00
PC 210 w/ grinder head	\$330.00	Foreman or Grade Setter	\$145.00
PC138 Excavator	\$225.00	Laborer	\$130.00
PC138 or 315 w/ hammer	\$305.00	O/T Increase	35%
PC138 w/ grinder head	\$305.00		
PC 88 Excavator	\$195.00		
PC 55 Excavator	\$170.00		
PC 45 Excavator	\$170.00		
PC 45 with hammer	\$210.00		
CAT 317 Excavator	\$250.00	<u>MARK UPS</u>	
CAT 315 Excavator	\$235.00	Rental Equip	35%
CAT 308 Excavator	\$170.00	Subcontractor	20%
CAT 310 Excavator	\$180.00		
CAT 303 Excavator	\$165.00	Material	18%
CAT 420 Backhoe	\$190.00		
CAT 299 Skid Steer	\$195.00		
CAT 279 Skid Steer	\$195.00		
CAT 279/299 w/ attachment	\$235.00	<u>MATERIAL COSTS, Vulcan including tax</u>	
CAT CB 54 smooth roller	\$200.00	Class II AB	\$22.75
CAT CB34 Smooth roller	\$160.00	ALL drain rock	\$36.75
CAT CB24 Smooth roller	\$160.00	Napa crush sand	\$35.50
WA200 Wheel loader	\$245.00	PG&E sand	\$45.25
JD 210 Skip Loader	\$190.00	½" asphalt	\$102.45
CAT 615 Paddle wheel	\$387.00	Broken AC & concrete	\$200.00 per load
CAT 140H Motor Grader	\$260.00		
CAT D6TXL	\$290.00		
CAT D6NXL Dozer	\$245.00		
CAT D5K2XL	\$225.00		
CP563 Padfoot Compactor	\$245.00		
CS 563 Smooth Drum	\$245.00		
Leeboy 8500 paver	\$5,350/day		
CAT 1055B Paver	\$6,650/day		
AT-7 Slinger	\$3,100/day		
CAT 740 Haul truck	\$340.00		
10 Wheel dump truck	\$185.00		
6 Wheel dump truck	\$170.00		
4000 gal water truck	\$195.00		
2000 gal water truck	\$180.00		
Transfer Truck	\$195.00		
End dump 18yd	\$190.00		
Semi Bottom dump 18yd	\$190.00		
Transport Truck	\$195.00		
Transport w/Pilot truck	\$220.00		
Water wagon (500 GAL)	\$65.00		
Compressor package w/hammers	\$95.00		
Vacuum trailer	\$210.00		
Rosco SPRHH chip spreader	\$395.00		
24" trench compactor	\$60.00		
GPS	\$760 per day		

The rates provided are confidential and the property of Benchmark Civil Construction.



CIVIL CONSTRUCTION, INC.

20 days total with 4 non working days.
Total working days on site = 15

SCOPE OF WORK	20 days	Week			
		1	2	3	4
Submit for bonds and traffic control	1 day				
Mobilization of equipment	1 day				
Remove grates	1 day				
Initial de-watering	2 days				
Pre inspection	2 hours				
Construct coffer dam	1 day				
Sediment removal	10 days				
Remove coffer dam	1 day				
Post inspection	2 hours				
Replace grates	1 day				
Clean up and de-mobilize	1 day				

Type text here

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

[Reserved – Not Used.]

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 and a waiver of subrogation. Contractor shall provide District with certification of all such coverages upon request by District'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 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. Not required.

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 District's Risk Manager, demonstrated by other evidence of coverage acceptable to District's Risk Manager, which shall be filed by Contractor with the District 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 District number or title and department; shall be kept current during the term of this Agreement; shall provide that District 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 the District, 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 certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of District shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to District with respect to any insurance or self-insurance programs maintained by District. 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 District'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 District's Risk Manager, which approval shall not be denied unless the District'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 District's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects District, 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 District at District's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and District 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 District may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to District and the Labor Commissioner on a weekly basis, at no additional cost to District.

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. District 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 District 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 District’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.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1149

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Increase Appropriations Flood Project Maintenance - Measure A

RECOMMENDATION

Approve a Budget Amendment to increase appropriations for Flood Project Maintenance - Measure A to fund maintenance charges for the Flood Project for Fiscal Year 2024-25. (Fiscal Impact \$125,000 Expense; Flood District Fund; Not Budgeted; Discretionary)

[4/5 vote required]

(CONTINUED FROM JUNE 10, 2025)

BACKGROUND

This division was created in fiscal year 2018-19 upon the sunset of Measure A and acts as a non-operating special revenue fund which restricts the funds for the specific purpose of the Napa City and Vicinity Flood Project Maintenance. This Subdivision currently has a fund balance of approximately \$13.5 million, and funds are drawn upon as reimbursements are received within Subdivision 8001000 Flood District - Flood Project; in accordance with Amendment No. 1 of the Joint Powers Agreement, for the purpose of operations and maintenance of the Napa Flood Project.

During this fiscal year, the Flood Control District experienced higher-than-anticipated expenses due to several unforeseen maintenance issues. These included sediment removal, downed trees, and erosion control measures that became necessary following severe weather events. The increase in expenses for the District's maintenance fund was largely unforeseen, driven by the unexpected severity of recent storms.

The original budgeted amount for Flood Project Maintenance - Measure A is \$645,963.

Requested Actions:

1. Approval of Budget Amendment for the following (4/5 vote):

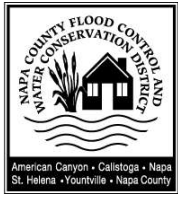
- a. Increase revenue in the amount of \$125,000 for Intrafund Transfers-In within Flood Project Fund (Subdivision 8001000, Account 49900) and;
- b. Increase appropriations in the amount of \$125,000 for Intrafund Transfers-Out within Flood Projects-Measure A Fund (Subdivision 8001200, Account 57900) offset by the use of fund balance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Flood District Operations is reimbursed for expenses from the Measure A Maintenance fund
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The Flood District Operations subdivision would not be reimbursed for expenses from the Measure A Maintenance fund

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1195

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Andrew Butler - District Engineer
SUBJECT: Amendment No. 4 to Agreement No. 220223B (FC) with HDR Engineering

RECOMMENDATION

Approve and authorize Amendment No. 4 to Agreement No. 220223B (FC) with HDR Engineering, Inc., increasing the maximum from \$8,480,351 to a new total of \$10,862,062. (Fiscal Impact: \$2,381,711 Expense, Flood Project; Budgeted; Discretionary)

BACKGROUND

\$48.3 million was appropriated in the U.S. Army Corps of Engineers (USACE) budget for Federal Fiscal Year 2021 in the USACE annual Work Plan for the Napa River/Napa Creek Flood Protection Project (Flood Project) to complete the federal responsibilities on the Floodwalls North of the Bypass Project (Increment 2) and the Imola to Hatt Floodwalls Project (Increment 3). These two projects are the remaining elements of the Project that were found to have Federal interest according to the Federal Interest Determination that was produced by USACE in 2020. Staff members have been working with the USACE since 2021 on a process to move forward to use the appropriated funds to complete these two elements.

Water Resources Development Act, section 204, subd. (b), as amended (33 U.S.C. 2232), authorizes non - Federal interests to undertake construction of certain water resources development projects, with potential credit or reimbursement of the Federal share of that construction pursuant to section 204, subd.(d), subject to several requirements including that the Assistant Secretary of the Army, before initiation of construction, makes certain determinations, approves the plans for construction, and enters into a written agreement with the non-Federal interest for construction.

This amendment increases the maximum compensation of the District's contract with HDR Engineering, Inc. by \$2,381,711 to a new total of \$10,862,062 for tasks related to the Floodwalls North of the Bypass Project (Increment 2). The following tasks for this project are included in the scope:

1. Completion of the environmental documentation for the project given additional USACE comments and requirements regarding the federal portion of the documentation.

2. Perform construction management services as needed during the construction phase of the project in coordination with the District’s CM staff and existing resources.

3. Complete as needed monitoring and reporting during construction related to cultural resources. The project reach includes at least one culturally sensitive area that requires close monitoring and coordination with the State Historic Preservation Office and local Native American tribes during construction.

4. Complete pre-construction investigation and reporting related to cultural resources for sensitive areas within the project work area. The goal of these pre-construction activities is to characterize and preserve cultural artifacts and information before heavy construction work is started. This work is being done early to avoid unexpected delays and additional costs during the main construction effort.

5. Complete as needed biological monitoring and reporting during construction to ensure that all conditions and requirements of environmental permits that have been acquired for the project are met and that the project remains in compliance.

Requested Action:

Approve and authorize Amendment No. 4 to Agreement No. 220223B (FC) with HDR Engineering.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 8001000 Account 52310
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Without assistance from HDR, the District is unlikely to be able to complete a design satisfactory to the US Army Corps of Engineers or adequately progress construction of the project which will prevent a successful completion of the overall flood protection project.
Is the general fund affected?	No
Future fiscal impact:	Design activities under this contract will continue through FY 2025 -26. Construction monitoring will go through FY 2027-2028.
Consequences if not approved:	The District will be unable to complete the project design and progress construction of the project.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Acquisition of the Subject Property is part of the Napa River/Napa Creek Flood Protection Project and was included in the Final Environmental Impact Report (FEIR) for the Project that was certified by the District on May 4, 1999, for which a Notice of Determination was filed on May 7, 1999. The Final Supplemental Environmental Impact Statement (FSEIS) for the Project was certified by the USACE in its Record of Decision filed on June 9, 1999. On April 2, 2009, the City of Napa determined that the Napa River/Napa Creek Flood Protection Project is consistent with the City's General Plan Envision Napa 2020. On March 25, 2025, after a 45-day public review and response to comments, the District Board certified the Final Subsequent Environmental Impact Report for the Floodwalls North of the Bypass Project which

addressed changes to the original design in some areas within the footprint of that project.

AMENDMENT NO. 4

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

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

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

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

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

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

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

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

TERMS

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

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

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

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

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

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

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of TEN MILLION EIGHT HUNDRED SIXTY-TWO THOUSAND AND SIXTY-TWO DOLLARS AND ZERO CENTS (\$10,862,062.00) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

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

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

HDR ENGINEERING, INC., a Nebraska Corporation

By: H. Kennedy
HOLLY L. KENNEDY, Senior Vice President

“CONTRACTOR”

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

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

“DISTRICT”

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

SCOPE OF WORK

SCOPE OF WORK – AMENDMENT NO. 4

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

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

TASK 1. PROJECT MANAGEMENT

Project Management [In Progress]

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

Deliverables:

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

Assumptions:

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

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

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

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

Deliverables:

- Meeting agendas and notes (PDF).

Assumptions:

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

TASK 3. ENVIRONMENTAL DOCUMENTATION AND PERMITTING SUPPORT

3.3 Environmental Permitting and Consultation Support

Supplemental Historic Properties Treatment Plan Implementation

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

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

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

Assumptions include:

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

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

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

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

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

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

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

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

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

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

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

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

Deliverables:

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

Assumptions:

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

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

TASK 4. HAZARDOUS AND TOXIC MATERIALS SUPPORT

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

TASK 5. ECONOMICS

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

TASK 6. SITE RECONNAISSANCE

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

TASK 7. SUPPLEMENTAL SURVEY AND POTHOLING SURVEY FOR FINAL DESIGN

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

TASK 8. HYDROLOGY AND HYDRAULICS

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

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

Deliverables:

- Quality Control Comments (Excel).

Assumptions:

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

TASK 9. SCOUR AND EROSION PROTECTION

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

TASK 10. GEOTECHNICAL

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

TASK 11. STRUCTURAL

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

TASK 12. 35% DESIGN

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

TASK 13. 65% DESIGN

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

TASK 14. 95% DESIGN

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

TASK 15. 100% DESIGN

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

TASK 16. PUBLIC MEETINGS

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

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

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

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

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

TASK 19. RISK ASSESSMENT/RISK INFORMED DESIGN

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

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

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

TASK 21. LANDSCAPING PLANS AND SPECIFICATIONS

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

TASK 22. LERRDS (TRACKING ONLY)

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

TASK 23. BID SUPPORT AND ENGINEERING SERVICES DURING CONSTRUCTION

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

TASK 24. OMRR&R MANUAL UPDATES

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

TASK 25. CONSTRUCTION MANAGEMENT SERVICES [NEW TASK]

Construction Management Services

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

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

Assumptions:

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

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

Special-Status Plant Surveys, and Memo

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

Deliverables:

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

Assumptions:

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

Preconstruction Bat Habitat Assessment and Memorandum

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

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

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

Deliverables:

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

Assumptions:

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

Bat Mitigation Plan

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

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

Deliverable:

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

Assumptions:

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

Preconstruction Nesting Bird Surveys and Memo

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

Deliverables:

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

Assumptions:

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

Construction Strategy for Nesting Birds and Bats on Bridge Structures

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

Deliverables:

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

Assumptions:

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

Preconstruction Northwestern Pond Turtle Surveys and Memorandum

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

Deliverables:

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

Assumptions:

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

Fish Rescue and Salvage Plan

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

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

of fish to potential stress or injury.

Deliverables:

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

Assumptions:

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

Biological/environmental commitments tracking

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

Deliverables:

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

Assumptions:

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

Biological Monitoring

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

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

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

Deliverables

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

Assumptions

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

Worker Environmental Awareness Training

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

Deliverables

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

Assumptions

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

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

Monthly Compliance and Annual Status Reports

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

Deliverables

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

Assumptions

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

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

Cultural Resources Construction Monitoring

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

Deliverables

- Draft and Final Daily Monitoring Forms

Assumptions

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

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

As-Needed Post-Fieldwork Cultural Resources Tasks

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

Deliverables

- Draft and Final Comprehensive Technical Report

Assumptions

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

As-Needed General Cultural and Tribal Resources Support

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

Deliverable

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

Assumptions

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

PROJECT SCHEDULE

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

PROJECT COST

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

TABLE 1

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

EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

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

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



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1226

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Andrew Butler - District Engineer
SUBJECT: Amendment No. 2 to Agreement 230184B (FC) with Miller Starr Regalia

RECOMMENDATION

Approve and authorize Amendment No. 2 to Agreement No. 230184B (FC) with Miller Starr Regalia, increasing the maximum amount from \$700,000 to a new total of \$980,000. (Fiscal Impact: \$280,000 Expense, Flood Project Budget, Budgeted; Discretionary)

BACKGROUND

\$48.3 million was appropriated in the U.S. Army Corps of Engineers (USACE) budget for Federal FY 2021 in the USACE annual Work Plan for the Napa River/Napa Creek Flood Protection Project (Flood Project) to complete the federal responsibilities on the Floodwalls North of the Bypass Project (Increment 2) and the Imola to Hatt Floodwalls Project (Increment 3). These two projects are the remaining elements of the Project that were found to have Federal interest according to the Federal Interest Determination that was produced by USACE in 2020. Staff have been working with the USACE since 2021 on a process to move forward to use the appropriated funds to complete these two elements.

As part of the local sponsor cost share, the Flood District is responsible for acquiring the necessary property rights for the construction, operations and maintenance for the Flood Project. This amendment increases the maximum compensation of the District's contract with outside counsel Miller Starr Regalia by \$280,000 to a new total of \$980,000. The intent of this amendment is for Miller Starr Regalia to provide services associated with seven lawsuits through the end of the calendar year.

Miller Starr Regalia has been providing professional services to the District since 2002. Miller Starr Regalia has significant experience with supporting the District in its land acquisition efforts as well as other projects and possesses historical knowledge of past District activities. Miller Starr Regalia will continue to provide legal services for the scope of this contract including, but is not limited to, the following items: litigation, transactional legal advice, attendance at meetings, supplemental attorney services and association with District counsel.

Requested Actions:

1. Approve and authorize Amendment No. 2 to Agreement No. 230184B(FC) with Miller Starr Regalia

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Without assistance from Miller Starr Regalia, the District is unlikely to be able to complete the total project land acquisitions which will prevent construction of the next phases of the flood project from advancing.
Is the general fund affected?	No
Future fiscal impact:	Legal services under this contract will continue through FY 2027-28.
Consequences if not approved:	The District will be unable to construct the Flood Project on schedule.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: The Napa River/Napa Creek Flood Protection Project was included in the Final Environmental Impact Report/Statement (FEIR/EIS). The FEIR was circulated twice for public comment, from December 19, 1997, to February 13, 1998, and again in October and November 1998 (although not required), then certified by the Board of Directors of the Napa County Flood Control and Water Conservation District on May 4, 1999. The U.S. Army Corps of Engineers certified the Final Supplemental Environmental Impact Statement (FSEIS) on June 9, 1999.

**AMENDMENT NO. 2 TO
NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AGREEMENT NO. 230184B (FC)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 230184B (FC) (“Agreement”) is made and entered into effective as of June 1, 2025, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and Miller Starr Regalia, a California professional corporation, whose federal identification number is 94-314-9244 and business address is 1331 North California Blvd., Suite 600, Walnut Creek, CA 94596 (“COUNSEL”).

RECITALS

WHEREAS, as of December 6, 2022, DISTRICT and COUNSEL entered into the Agreement for legal services to assist with implementing the Napa River/Napa Creek Flood Protection Project (Project), a flood protection project with the U.S. Army Corps of Engineers; and

WHEREAS, on February 1 2025, COUNTY and COUNSEL entered into Amendment No. 1 to the Agreement to increase maximum compensation; and

WHEREAS, DISTRICT anticipates the need for continued legal services in the support of property acquisition of the Project; and

WHEREAS, DISTRICT and COUNSEL now desire to modify the provisions of the Agreement to increase the maximum compensation by TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000) to a new total of NINE AND EIGHTY THOUSAND DOLLARS (\$980,000).

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

TERMS

1. 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 NINE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$980,000) 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 expenses actually incurred.

2. This Amendment No. 2 shall be effective as of the Effective Date first set forth above.

3. Except as provided in paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.
4. This Amendment No. 2 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 Amendment No. 2 is executed by DISTRICT and COUNSEL through their duly authorized officers.

MILLER STARR REGALIA

By 
 F. GALE CONNOR

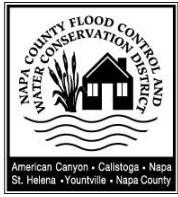
“COUNSEL”

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

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

“DISTRICT”

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

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1067

TO: Napa County Flood Control and Water Conservation District
FROM: Jeff Skinner - Stormwater Program Manager
REPORT BY: Jeff Skinner - Stormwater Program Manager
SUBJECT: Stormwater Management Program Update

RECOMMENDATION

Receive an update on the Phase II Stormwater National Pollutant Discharge Elimination System permit renewal. (No Fiscal Impact)

BACKGROUND

The County of Napa, City of Napa, City of American Canyon, City of St. Helena, and the Town of Yountville were issued a Phase II Stormwater National Pollutant Discharge Elimination System (NPDES) permit in 2003. The latest permit is past due for renewal and a revised permit is in development by the California State Water Resources Control Board. Staff will present a summary of the existing Phase II Stormwater permit and update on upcoming permit renewal and review of the main upcoming requirements.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1150

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Adopt Fiscal Year 2025-26 Budget

RECOMMENDATION

PUBLIC HEARING - Napa County Flood Control and Water Conservation District Budgets

Adopt a Resolution with respect to the proposed Napa County Flood Control and Water Conservation District Fiscal Year 2025-26 budgets continued from May 27, 2025, Public Hearing. (Fiscal Impact: \$65,776,866 Expense; Napa County Flood Control District; Discretionary)
[14 affirmative votes required]

(CONTINUED FROM JUNE 10, 2025)

BACKGROUND

The District opened a public hearing for the Fiscal Year 2025-26 Recommended Budget on May 27, 2025. Staff presented the budgets, and those budgets are now presented for adoption.

Requested Actions:

1. Receive additional presentations from staff and/or accept public testimony on the following budgets, including related policy items:

- Fund 8000, Division 80005 Watershed Projects - \$5,499,224
- Fund 8000, Division 80010 Flood Control - \$23,648,271
- Fund 8000, Division 80011 Flood Project, Measure A - \$22,950,364
- Fund 8000, Division 80012 Flood Project Maintenance - \$697,907
- Fund 8000, Division 80015 Water Supply Contracts - \$12,823,100
- Fund 8010, Division 80100 Oakville to Oak Knoll CFD - \$158,000

2. Close Fiscal Year 2025-26 budget hearing.

3. Adopt a Resolution adopting the Recommended Budget for the District for Fiscal Year 2025-26.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	This item establishes the appropriation authority for Fiscal Year 2025-26.
Consequences if not approved:	If the requested budget is not approved, the District will not have an adopted budget for fiscal year 2025-26 and, therefore, would not be able to perform its mission.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations title 14, section 15378 (State CEQA Guidelines) and, therefore, CEQA is not applicable.

RESOLUTION NO. 2025 _____ (FC)

RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ADOPTING THE RECOMMENDED BUDGETS FOR THE DISTRICT FOR FISCAL YEAR 2025-2026

WHEREAS, in accordance with the Napa County Flood Control and Water Conservation District Act (“Act”) section 7 subd. (c), California Government Code sections 29080 through 29092, and the Napa County Flood Control and Water Conservation District Bylaws section XV, the Board of Directors of the Napa County Flood Control and Water Conservation District (“District”) must begin the hearings on the new Fiscal Year budgets for the District no later than September 18 of each year and must conclude the hearings within 14 calendar days thereafter, and the recommended budgets for the new Fiscal Year must be adopted no later than October 2 of each year; and

WHEREAS, the proposed recommended budgets of the District for the Fiscal Year 2025-2026 were prepared, made available for distribution, and distributed according to law; and

WHEREAS, the District Board opened the hearing on the proposed recommended District budgets for Fiscal Year 2025-2026 on May 27, 2025, and continued the hearing by action of the Board until June 10, 2025, at which time the public hearing concluded by operation of law under Government Code section 29080; and

WHEREAS, the proposed recommended budgets are presently on file in writing with the Secretary of the District Board and adoption of such recommended budgets by the District Board has been duly scheduled and agendized in the manner required by law for the regular meeting of the District Board on June 10, 2025.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows:

1. The proposed District recommended budgets, including any changes adopted by the Board of Directors during the budget hearings and additions or increases to such budgets filed thereafter, are hereby adopted as the budgets of the District for Fiscal Year 2025-2026, including the approved appropriations by general class, fixed assets, reserves, and designations by funds and purpose, and the documents which by reference show in detail the approved appropriations, revenues, and other methods of financing in the budgets as finally determined are hereby approved and incorporated by reference herein.
2. The total financing requirements for Fiscal Year 2025-2026 are as follows:

Fund 8000, Division 80005	Watershed Projects	\$ 5,499,224
Fund 8000, Division 80010	Flood Control	\$ 23,648,271
Fund 8000, Division 80011	Flood Project, Measure A	\$ 22,950,364
Fund 8000, Division 80012	Flood Project Maintenance	\$ 697,907
Fund 8000, Division 80015	Water Supply Contracts	\$ 12,823,100
Fund 8010, Division 80100	Oakville to Oak Knoll CFD	\$ 158,000

- Pursuant to Section 8 of the Act and California Government Code section 29125, the District Executive Officer is authorized to approve transfers and revisions of appropriations as detailed in the Napa County Policy for Budgetary Controls, with the following controlled by line item:

Information Technology Services-Exp

- Any fixed asset(s) not authorized by the Board of Directors during the recommended budget hearing process for the District for Fiscal Year 2025-2026 will be presented to the Board of Directors for approval by the District.
- Pursuant to the Act section 7 and California Government Code section 29093, a copy of the adopted budgets for the District for Fiscal Year 2025-2026 shall be filed with the Secretary of the District Board and the State Controller as required by law.

THE FOREGOING RESOLUTION was passed and adopted by the Board of Directors of the Napa County Flood Control and Water Conservation District at a regular meeting thereof held on June 10, 2025, in Napa County, State of California, by the following vote, the number following each Director’s name indicating the number of votes cast by that Director:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

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

By: _____
JOELLE GALLAGHER Chairperson of the Board
of Directors

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>May 21, 2025</u> [PL No 132090]</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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FLOOD DISTRICT BUDGET 2025-2026

Fund	Division	Sub-division	Description	2025-2026 Proposed Appropriations	2025-2026 Proposed Revenues	(Use of)/Add to Fund Balance	Total Available Estimated Fund Balance as of June 30, 2026
8000	80005	8000500	Watershed Projects	\$ 4,570,454	\$ 4,747,360	\$ 176,906	\$ 3,620,000
8000	80005	8000501	NPDES Stormwater	\$ 593,470	\$ 593,470	\$ -	\$ -
8000	80005	8000502	Rutherford Maintenance	\$ 185,300	\$ -	\$ (185,300)	\$ 572,000
8000	80005	8000503	Oakville-Oak Knoll Maintenance	\$ 150,000	\$ 150,000	\$ -	\$ -
	80005		Total	\$ 5,499,224	\$ 5,490,830	\$ (8,394)	\$ 4,192,000
8000	80010	8001000	Flood Control	\$ 23,648,271	\$ 23,648,271	\$ -	\$ 2,500,000
8000	80011	8001100	Napa FLD Proj Measure A	\$ 22,950,364	\$ 2,200,000	\$ (20,750,364)	\$ 20,000,000
8000	80012	8001200	Flood Maint-Measure A	\$ 697,907	\$ 160,000	\$ (537,907)	\$ 12,500,000
8000	80015	8001500	Water Supply Contracts	\$ 12,823,100	\$ 13,340,000	\$ 516,900	\$ 1,300,000
8010	80100	8010000	Oakville-Oak Knoll CFD	\$ 158,000	\$ 121,010	\$ (36,990)	\$ 451,000
			Total:	\$ 65,776,866	\$ 44,960,111		

COUNTYWIDE WATERSHED MANAGEMENT

Napa County Flood Control and Water Conservation District Fund 8000, Division 80005, Sub-division 8000500

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
52 - Services	3,040,241	4,471,962	4,396,071
53 - Supplies	63,992	68,200	54,950
54 - Other Charges	85,871	92,000	-
55 - Capital Assets	-	-	-
57 - Special Items	110,000	115,057	119,433
Total Appropriations	3,300,104	4,747,219	4,570,454

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
43 - Intergovernmental Revenues	1,718,242	3,050,000	3,000,000
44 - Fines, Forfeitures, and Penalties	5,408	-	-
45 - Revenue from Use of Money and Property	70,911	26,000	60,000
46 - charges for Services	1,569,874	1,589,563	1,687,360
47 - Grants	-	-	-
Total Revenue	3,364,435	4,665,563	4,747,360

USE OF FUND BALANCE

Department Budget Units	Actual 2024	Adopted 2025	Requested 2026
Flood District - Countywide Watershed	64,331	(81,656)	176,906
Totals	64,331	(81,656)	176,906

General Activities	Actual 2024	Adopted 2025	Requested 2026
ALERT	53,822	105,200	114,200
Maint of District Channels & Easements	82,265	444,100	451,100
Maintenance of Napa River & Tributaries	350,657	506,100	545,100
Maintenance - Dredging and Disposal Sites	234,593	40,000	40,000
Maintenance - Streambanks		100,000	100,000
NPDES Program	97,033	117,057	119,433
Grant Programs	6,089	25,000	
Groundwater Monitoring		5,000	5,000
Floodplain Management		5,000	5,000
Watershed Adjudication		5,000	5,000
Benefit Assessment Prog. Maintenance	21,545	36,000	36,000
Trunklines Maintenance		20,000	
Flood Studies	2,751	38,000	45,000
Program Administration	654,718	250,762	84,621
American Canyon Stream Maintenance	49,129	100,000	110,000
Bale Slough/Bear Creek	1,747,502	2,950,000	2,910,000
Total Expenditures	3,300,104	4,747,219	4,570,454

NPDES STORMWATER MANAGEMENT

Napa County Flood Control and Water Conservation District Fund 8000, Division 80005, Sub-division 8000501

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
52 - Services	418,220	554,369	580,620
53 - Supplies	11,146	11,600	12,850
55 - Capital Assets	-	-	-
Total Appropriations	429,366	565,969	593,470

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
43 - Intergovernmental Revenues	90,341	111,549	117,890
45 - Interest	(1,304)	-	-
46 - Charges for Services	231,247	339,363	356,147
49 - Special Items	109,528	115,057	119,433
Total Revenue	429,812	565,969	593,470

USE OF FUND BALANCE

Department Budget Units	Actual 2024	Adopted 2025	Requested 2026
Flood District - NPDES Stormwater Mgt	446	-	-
Totals	446	-	-

*\$446 surplus in FY24 for reimbursement not received in FY23

RUTHERFORD MAINTENANCE

Napa County Flood Control and Water Conservation District Fund 8000, Division 80005, Sub-division 8000502

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
52 - Services	60,990	96,861	184,000
53 - Supplies	797	1,300	1,300
55 - Capital Assets	-	-	-
Total Appropriations	61,787	98,161	185,300

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
41 - Other Taxes	-	-	-
45 - Revenue from Use of Money/Prop.	15,085	-	-
46 - Special Assessments	98,161	98,161	-
Total Revenue	113,246	98,161	-

USE OF FUND BALANCE

Department Budget Units	Actual 2024	Adopted 2025	Requested 2026
Flood District - Rutherford Maint.	51,459	-	(185,300)
Totals	51,459	-	(185,300)

Activities	Actual 2024	Adopted 2025	Requested 2026
Debris Removal and Relocation of Large Woody Debris		1,500	23,975
Vegetation Management	23,032	25,000	60,000
Streambank Erosion Control		5,000	
Repair & Maintenance of Streambank Stability Structures		5,500	61,300
Invasive Plants Removal and Revegetation	797	13,611	
Annual Surveys, Dev. of Work Plans, Assess. Mgmt	501	12,100	500
Monitoring	3,694	33,000	23,975
General	33,713	2,400	15,500
Benefit Assessment - Property Taxes	50	50	50
Total Expenditures	61,787	98,111	185,300

Oakville to Oak Knoll

Napa County Flood Control and Water Conservation District Fund 8000, Division 80005, Sub-division 8000503

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
52 - Services	90,700	110,950	149,000
53 - Supplies	152	1,000	1,000
55 - Capital Assets	-	-	-
Total Appropriations	90,852	111,950	150,000

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
45 - Revenue from Use of Money/Property	-	-	-
46 - Interfund Revenue	90,852	111,950	150,000
Total Revenue	90,852	111,950	150,000

USE OF FUND BALANCE

Department Budget Units	Actual 2024	Adopted 2025	Requested 2026
Flood District - OVOK MAINTENANCE	-	-	-
Totals	-	-	-

Activities	Actual 2024	Adopted 2025	Requested 2026
Debris Removal and Relocation of Large Woody Debris	-	2,000	2,000
Vegetation Management	-	12,000	12,000
Streambank Erosion Control	-	17,000	17,000
Maintenance of Created Vegetation Buffers	-	-	-
Repair and Maintenance of Streambank Stability Structures	-	-	-
Invasive Plants Removal and Revegetation	-	15,000	45,000
Annual Surveys, Development of Work Plans, Assess. Mgmt	1,500	8,000	8,000
Monitoring	-	7,000	7,000
General	59,567	22,200	24,000
Bear Creek Project	29,786	28,750	35,000
Special Project	-	-	-
Total Expenditures	90,852	111,950	150,000

FLOOD CONTROL PROJECT

Napa County Flood Control and Water Conservation District Fund 8000, Division 80010

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
52 - Services	5,947,247	7,069,192	18,579,771
53 - Supplies	45,170	83,500	68,500
54 - Other Charges	52,433	-	-
55 - Capital Assets	-	13,015,000	5,000,000
Total Appropriations	6,044,850	20,167,692	23,648,271

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
43 - Intergovernmental Revenues	740,902	-	-
45 - Revenue from Use of Money/Property	119,960	70,000	-
47 - Miscellaneous	-	-	-
48 - Sale of Capital Assets	-	-	-
49 - Intrafund Transfer	598,173	20,167,692	23,648,271
Total Revenue	1,459,035	20,237,692	23,648,271

USE OF FUND BALANCE

Department Budget Units	Actual 2024	Adopted 2025	Requested 2026
Flood District - Flood Control Project	(4,585,815)	70,000	-
Totals	(4,585,815)	70,000	-

Activities	Actual 2024	Adopted 2025	Requested 2026
Operations & Maintenance	466,020	645,963	697,907
State Revolving Loan-Principal	-	-	-
State Revolving Loan-Interest	-	-	-
Land Purchase/Relocation Assistance Payments	-	13,000,000	5,000,000
Land Acquisition Services	1,285,817	1,494,342	1,578,761
Utilities - Construction Mgmt	-	-	-
Planning, Engineering & Design(PED)	177,039	5,027,387	4,983,785
District Construction	-	-	10,000,000
Federal Work	3,943,460	-	-
Building Repair (Flood Office Roof)	-	-	-
Lands & Damages Non Creditable	1,489	-	-
Planning, Engineering & Design(PED) Non Creditable	171,025	-	1,387,818
Total Expenditures	6,044,850	20,167,692	23,648,271

Napa Flood Project Measure A

Napa County Flood Control and Water Conservation District Fund 8000, Division 80011

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
57 - Intrafund Expenditures	172,500	19,521,729	22,950,364
Total Appropriations	172,500	19,521,729	22,950,364

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
43 - Other-Governmental Agencies	-	-	1,600,000
45 - Interest	1,163,446	600,000	600,000
Total Revenue	1,163,446	600,000	2,200,000

USE OF FUND BALANCE

Department Budget Unit	Actual 2024	Adopted 2025	Requested 2026
Napa FLD Project Measure A	990,947	(18,921,729)	(20,750,364)
Totals	990,947	(18,921,729)	(20,750,364)

Napa Flood Project Maintenance Measure A

Napa County Flood Control and Water Conservation District Fund 8000, Division 80012

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
57 - Intrafund Expenditures	425,674	645,963	697,907
Total Appropriations	425,674	645,963	697,907

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
45 - Interest	317,482	160,000	160,000
Total Revenue	317,482	160,000	160,000

USE OF FUND BALANCE

Department Budget Unit	Actual 2023	Adopted 2024	Requested 2025
Measure A Maintenance	(108,192)	(485,963)	(537,907)
Totals	(108,192)	(485,963)	(537,907)

Note: Division 80012 was created in FY 2019

WATER SUPPLY CONTRACTS

Napa County Flood Control and Water Conservation District Fund 8000, Division 80015

DIVISION DETAIL

APPROPRIATIONS

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
52 - Services	285,897.00	172,450	252,450
53 - Supplies	11,310,078.00	12,570,650	12,570,650
55 - Capital Assets		-	-
Total Appropriations	\$11,595,975	\$12,743,100	12,823,100

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
43 - Intergovernmental Revenues	312,000	-	-
45 - Revenue from Use of Money and Property	9,145	8,000	8,000
46 - Charges for Services	11,486,002	13,322,000	13,322,000
47 - Miscellaneous Revenues	1,011	10,000	10,000
Total Revenue	11,808,158	13,340,000	13,340,000

USE OF FUND BALANCE

Department Budget Units	Actual 2024	Adopted 2025	Requested 2026
Flood District - Water Supply Contract	212,183	596,900	516,900
Totals	212,183	596,900	516,900

Activities	Actual 2024	Adopted 2025	Requested 2026
Administrative Services	-	500	500
Accounting/Auditing Services	15,329	15,000	15,000
ITS Records Mgmt	-	-	-
Legal Services	74,478	60,000	120,000
Engineering Services	55,445	40,000	40,000
Consulting Services	121,955	50,000	70,000
Communications/Telephone	132	500	500
Publications & Legal Notices	-	50	50
Training/Conference Expense	-	3,000	3,000
Business Travel/Mileage	-	3,000	3,000
Fleet Charges	-	400	400
Freight/Postage	9	150	150
Memberships/Certifications	-	70,000	70,000
Utilities - Water	11,310,069	12,500,000	12,500,000
Utilities - Water Exchange Payment	-	-	-
Special Departmental Expenses	-	-	-
Business Related Meals/Supplies	-	500	500
Total Expenditures	11,577,418	12,743,100	12,823,100

Oakville to Oak Knoll CFD

Napa County Flood Control and Water Conservation District Fund 8010, Division 80100

DIVISION DETAIL

APPROPRIATIONS

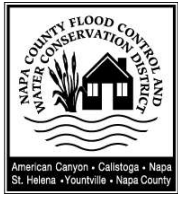
Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
52 - Services	50	8,000	8,000
53 - Supplies		-	-
54 - Interfund Expenditures	90,852	111,950	150,000
Total Appropriations	90,902	119,950	158,000

REVENUE

Major Account Classification	Actual 2024	Adopted 2025	Requested 2026
41 - Other Taxes	112,486	120,010	120,010
44 - Fines, Forfeitures, and Penalties	627		
45 - Interest	8,180	1,000	1,000
Total Revenue	121,293	121,010	121,010

USE OF FUND BALANCE

Department Budget Units	Actual 2024	Adopted 2025	Requested 2026
OVOK CFD	30,391	1,060	(36,990)
Totals	30,391	1,060	(36,990)



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1204

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-301-026

Negotiating Party: Richard Thomasser, Flood District Manager,
Gracia, David T. & Leslie Ann

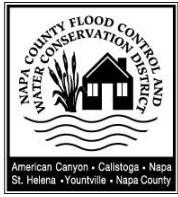
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.
Gracia, David T. & Leslie Ann

Napa Superior Court Case No. 25CV000993



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1205

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-301-029

Negotiating Party: Richard Thomasser, Flood District Manager

Allan Nicholson and Connie Lee

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.

Allan Nicholson and Connie Lee

Napa Superior Court Case No. 25CV000823



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1206

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-204-003

Negotiating Party: Richard Thomasser, Flood District Manager, California Vacation Holdings Group, LLC
Under Negotiation: Price/Terms/Conditions of Payment

AND

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Name of case: California Vacation Club, a California nonprofit mutual benefit corporation, v. Napa County Flood Control and Water Conservation District and California Vacation Holdings Group, LLC, a Florida limited liability company, and DOES 1 through 10, inclusive. Case No. 24CV001395. First Amended Verified Complaint for: (1) Breach of Governing Documents, (2) Preliminary and Permanent Injunctions, and (3) Declaratory Relief.

AND

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code section 54956.9(d)(1))

Name of Case: Napa County Flood Control and Water Conservation District v. California Vacation Holdings Group LLC, et al. Napa Superior Court Case No. 25CV000695



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1207

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-220-004

Negotiating Party: Richard Thomasser, Flood District Manager, Suzanne E Murray et al.

Under Negotiation: Price/Terms/Conditions of Payment

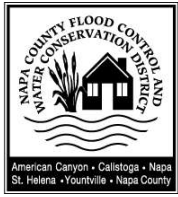
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.

Suzanne E Murray et al.

Napa Superior Court Case No. 24CV002128



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1208

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-220-008

Negotiating Party: Richard Thomasser, Flood District Manager, 505 Lincoln Avenue Napa LLC

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.

505 Lincoln Avenue Napa LLC

Napa Superior Court Case No. 24CV002125



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 7/15/2025

File ID #: 25-1209

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-230-006

Negotiating Party: Richard Thomasser, Flood District Manager

Mark Anthony Grassi & Jami Lee Tr

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v. Mark Anthony Grassi and Jami Lee Grassi,

Trustees Of The 1992 Grassi F et al

Napa Superior Court Case No. 24CV002146