

**NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT**  
**AGREEMENT NO. 260291B**

**AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE**

THIS AGREEMENT is made and entered into in Napa County, California, by and between the Napa Berryessa Resort Improvement District, hereinafter referred to as "District," and Pridmore Brothers Construction, Inc., whose address is 1305 Capell Valley Road, Napa, CA 94558, hereinafter referred to as "Contractor."

**RECITALS**

- A. High turbidities and amorphous debris from plant fragments in Lake Berryessa can be a perennial winter problem for the Roberts Pacer II contact clarifier / deep bed media filtration units. Pre-settling tanks are needed to agglomerate coagulated particles and settle solids within the tanks upstream of the Roberts Pacer II treatment units. Without the pretreatment tanks online the District could face Division of Drinking Water Operating Permit violations exceeding the turbidity standard.
- B. Commissioning the pre-settling tanks to enhance water treatment performance prior to forecasted atmospheric river storms in December 2025 was paramount for regulatory compliance purposes and maintaining safe drinking water.
- C. Contractor was selected to perform the work without competitive bidding due to exigent circumstances of a disruption to water plant operations and supply and or possible violations of regulatory requirements if the plant was allowed to remain in service without the necessary modifications to the settling tanks and because the contract amount is below the threshold for competition.
- D. Contractor is and was willing to provide the required services to District under the terms and conditions set forth herein and, due to exigent circumstances and the need to have the repair services performed before this Agreement could be prepared and put in place, but with the understanding that this Agreement would be entered into, Contractor commenced performance of the services required and is entitled to be compensated for the services rendered to date and any remaining services required and performed hereunder.
- E. 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 be effective retroactively to December 18, 2025. This Agreement shall expire one year after completion of the scope of services, 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 District Engineer's Authority.** The District Engineer 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 Thirty-Eight Thousand Seventy-Four Dollars and Eighty-Five Cents (\$38,074.85).

**3.1.2 Expenses.** All expenses are included in the fixed price. No other expenses will be reimbursed by the District.

**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 Thirty-Eight Thousand Seventy-Four Dollars and Eighty-Five Cents (\$38,074.85).

**3.2 Payment Process.** Contractor will submit one invoice in arrears for the 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 Napa County Auditor for payment no later than 15 days following the date this Agreement is approved by the Board of Supervisors.

**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 District 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 Governing Board of the District.

## 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 County 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 DISTRICT 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 Napa County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

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

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

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

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

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

**6.2 Inducement of 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.** Consultant 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.** Consultant 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. Consultant 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. Consultant shall indemnify and hold District harmless from any liability it may incur to the United States or the State of California if Consultant 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, Consultant 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 Governing Board of the District. 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

Christopher Silke, P.E.  
District Engineer  
Napa Berryessa Resort Improvement District  
1195 Third Street, Suite 101  
Napa, CA 94559

CONTRACTOR

Gil Pridmore, President  
Pridmore Brothers Construction, Inc.  
1305 Capell Valley Road  
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 District Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of District as a special district of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of District 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.

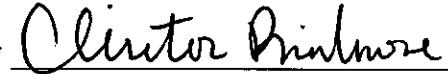
**9.21 Electronic Signatures and Counterparts.** By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

*[remainder of page intentionally blank]*

IN WITNESS WHEREOF, this Agreement is executed by District, acting by and through the Chair of its Governing Board, and by Contractor through its duly authorized officer(s).

PRIDMORE BROTHERS CONSTRUCTION, INC.

By   
Gil Pridmore, President

By   
Clinton Pridmore, Vice President

NAPA BERRYESSA RESORT IMPROVEMENT  
DISTRICT, a special district of the State of California

By \_\_\_\_\_  
AMBER MANFREE, Chair of the Governing Board

APPROVED AS TO FORM Office of County Counsel  By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel  Date: <u>January 29, 2026</u> FV 13110736	APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT  Date: _____ Processed By:  Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District  By: _____
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**EXHIBIT A**  
**SCOPE OF WORK**

**I. Description of Work**

Contractor provided the labor, materials, tools, equipment, trucks and other appurtenances to modify two pre-treatment settling tanks at the water treatment plant. For itemization of the work scope, refer to the Pridmore Brothers Construction Invoice 641334 dated January 19, 2026, attached hereto and incorporated by reference as Attachment 1.

**II. Schedule**

Contractor completed the Scope of Work on January 6, 2026.

Pridmore Brothers Construction, Inc.

Attachment 1

**Invoice**

1305 Capell Valley Road  
Napa, CA 94558

Date	Invoice #
1/19/2026	641334

Bill To
Napa Berryessa Resort Improvement Dist 1195 Third St. Rm 201 Attn: Anna Maria

Ship To
NBRID Settling Tank

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project			
	Net 30		1/19/2026						
Quantity	Item Code	Description			Price Each	Amount			
	Contracting	Work Order #31138			16,432.79	16,432.79			
	Contracting	Materials			4,200.00	4,200.00			
	Contracting	Labor & Equipment							
	Contracting	Work Order #31206							
	Contracting	Materials			9,086.28	9,086.28			
	Contracting	Labor & Equipment			565.00	565.00			
	Contracting	Work Order #31205							
	Contracting	Labor & Equipment			3,500.00	3,500.00			
	Trucking	Trucking			600.00	600.00			
	Contracting	Prevailing Wage Extras			3,690.78	3,690.78			
		Sales Tax			7.75%	0.00			
					<b>Total</b>	\$38,074.85			
Phone #									
(707) 224-0682									

PRIDMORE BROTHERS CONSTRUCTION, INC.  
 1305 Capell Valley Rd.  
 NAPA, CALIFORNIA, 94558  
 (707) 224-0682

JOB WORK ORDER

31138

DATE OF ORDER				
CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE 12/18/25
BILL TO NBIRD				ORDER TAKEN BY
ADDRESS				<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA
CITY				
JOB NAME AND LOCATION Wast Plant Intake pre settling tank				
JOB PHONE				

DESCRIPTION OF WORK:

Foreman T-T 10 hr. Andrew \$1500 —

operator 10 hr. Nick \$1000 —

Operator 10 hr. Mike \$1000 —

Laborer 7 hr. Jeff \$700 —

- Bulk fusion, pipe, fittings, adaptors, spacers & misc parts.	TOTAL MATERIALS	16,432.79
face supply	TOTAL LABOR	4200 —
	TRUCKING	
	TAX	
DATE COMPLETED / /	WORK ORDERED BY Chris Sible	TOTAL AMOUNT 20,632.79

Signature \_\_\_\_\_

No one home  Total amount due  
for above work: or

Total billing to  
be mailed after  
completion  
of work

I hereby acknowledge the satisfactory completion  
of the above described work.

## JOB WORK ORDER

PRIDMORE BROTHERS CONSTRUCTION, INC.  
 1305 Capell Valley Rd.  
 NAPA, CALIFORNIA, 94558  
 (707) 224-0682

31206

DATE OF ORDER				
CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE 12/23/25
BILL TO NB				ORDER TAKEN BY
ADDRESS				<input type="checkbox"/> DAY WORK
CITY				<input type="checkbox"/> CONTRACT
JOB NAME AND LOCATION Flock Tank Settling				<input type="checkbox"/> EXTRA
				JOB PHONE

## DESCRIPTION OF WORK:

Sourcing Parts for tank  
 Rec SL, motion,

Nick 3 hrs Service TR \$ 255-  
 Brandon 5 hrs service TR \$ 170-  
 Andrew 2 hrs service TR \$ 170

Motion Supplies	\$ 1074.59	TOTAL MATERIALS	9086.28
Pane Supplies	\$ 7957.60	TOTAL LABOR	5605 -
C.V. Supplies	\$ 54.09	TRUCKING	
		TAX	
DATE COMPLETED / /	WORK ORDERED BY Chris Strike	TOTAL AMOUNT	\$ 9651.28

Signature \_\_\_\_\_

 No one home Total amount due  
for above work; or Total billing to  
be mailed after  
completion  
of workI hereby acknowledge the satisfactory completion  
of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.  
1305 Capell Valley Rd.  
NAPA, CALIFORNIA, 94558  
(707) 224-0682

JOB WORK ORDER  
31205

DATE OF ORDER				
CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE 1/6/20
BILL TO N.B.				ORDER TAKEN BY
ADDRESS				<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA
CITY				
JOB NAME AND LOCATION Settling tank Water Plant				
				JOB PHONE

DESCRIPTION OF WORK:

Plumbed tanks in series  
and Replaced Leaking Bulk Head  
fitting in top of tank.

HRS

10) Service truck + Forman - Andrew \$1500  
20) Laborers - matty K - Nick \$2000  
\* 4) Driver - Gil \$600

\* Gil is an owner/operator and  
does not qualify per prevailing  
wage.

DATE COMPLETED / /	WORK ORDERED BY Chris Gilke	TOTAL MATERIALS	
		TOTAL LABOR	3500 —
		TRUCKING	600 —
		TAX	
		TOTAL AMOUNT	\$4100 —

Signature

*Nick Gilke*

No one home    Total amount due  
for above work; or    Total billing to  
be mailed after  
completion  
of work

I hereby acknowledge the satisfactory completion  
of the above described work.

PRIDMORE BROTHERS CONSTRUCTION, INC.  
1305 Capell Valley Rd.  
NAPA, CALIFORNIA, 94558  
(707) 224-0682

JOB WORK ORDER  
31211

DATE OF ORDER 12/23/26				
CUSTOMER'S ORDER NO.	PHONE	MECHANIC	HELPER	STARTING DATE / /
BILL TO NBNSD				ORDER TAKEN BY
ADDRESS				<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA
CITY				
JOB NAME AND LOCATION Setting tank install P.W.				
				JOB PHONE

DESCRIPTION OF WORK:

Nick labor 13 hr. @ 28.54 \$ 371.62

Nick operator 10 hr. @ 56.22 \$ 562.20

Brandon labor 5hr. @ 38.54 \$ 192.70

Andrew operator 20hr. @ 10.22 \$ 1404.40

Andrew labor 2hr. @ 18.54 \$ 37.08

Mike operator 10 hr. @ 46.22 \$ 462.20

Jeff labor 7hr. @ 26.54 \$ 185.78

Matthew labor 10 hrs. @ 33.54 \$ 335.40	TOTAL MATERIALS 3690.78
TOTAL LABOR	
TRUCKING	

Cail <input checked="" type="checkbox"/> Does not qualify owner.		TAX
DATE COMPLETED / /	WORK ORDERED BY Chris Salke	TOTAL AMOUNT \$3690.78

Signature \_\_\_\_\_

No one home    Total amount due for above work; or    Total billing to be mailed after completion of work

I hereby acknowledge the satisfactory completion  
of the above described work.

**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 Engineer 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 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.