

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 2 TO AGREEMENT NO. 210377B (FC)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (“Amendment No. 2”) TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 210377B (FC) (“Agreement”) is made and entered into effective as of March 18, 2026, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and HANFORD A.R.C, a California corporation, whose mailing address is 755 Baywood, Suite 380, Petaluma, CA 94954 (“CONTRACTOR”). DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into the Agreement as of June 8, 2021, and amended the Agreement on June 13, 2023; and

WHEREAS, the Agreement provides for CONTRACTOR to assist DISTRICT to provide general maintenance and landscaping services including vegetation management, erosion control, and additional related services; and

WHEREAS, DISTRICT wishes to continue to receive these services from CONTRACTOR and CONTRACTOR is willing to continue to provide such services related to the DISTRICT’S programs; and

WHEREAS, DISTRICT and CONTRACTOR wish to update its hourly and daily rates; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to extend the term of the Agreement to June 30, 2026, with optional renewal.

TERMS

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

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

Term of the Agreement. The term of this Agreement shall commence on the date 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 an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) 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, subd. (a), of the Agreement is hereby amended in full to read as follows:

Rates: As of the effective date stated above, in consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit B-1 and incorporated herein. CONTRACTOR will provide its revised annual rates prior to start of any future fiscal year if renewal options are exercised.

3. Except as provided in paragraphs 1 and 2, above, and Exhibit B-1. the terms and provisions of the Agreement and the prior amendment 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 2 is executed by DISTRICT and by CONTRACTOR through its duly authorized officer.

HANFORD A.R.C

By 
HARRY K. STEWART, President & CEO

By 
MOLLY F. JACOBSON, Secretary

"CONTRACTOR"

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

By _____
SCOTT SEDGLEY, 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>March 26, 2026</u></p> <p>[Doc No. 13114674]</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>
---	--	--

Exhibit B-1



775 Baywood Drive, Suite 207
 Petaluma, CA 94954
 (707) 996-6633
www.hanfordarc.com
info@hanfordarc.com
 CA LIC. 461167

2026 NAPA ON-CALL RATES

To: Napa County Flood Control & Water
 Conservation District
Address: 804 First Street, Napa, CA 94559

Hanford contact: Ari Wilson
Phone: (707) 981-1131
Email: a.wilson@hanfordarc.com

Attention: Jeremy Sarrow
Phone: (707) 259-8204
Email: Jeremy.sarrow@countyofnapa.org

Date: March 25, 2026
Quote valid for: 30 days
Anticipated start: July, 2026

Dear Jeremy:

Hanford Applied Restoration & Conservation (Hanford) is pleased to provide you with updated rates for 2026 Napa On-Call. This proposal is subject to the defined scope of work provided below, including any understandings, inclusions, and exclusions listed, the preliminary schedule, and the General Conditions in Exhibit A.

Scope of Work

- One or more of the landscaping and other maintenance services to be conducted throughout Napa County.

Pricing

NAPA ON-CALL 2026 RATES					
Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	PROJECT MANAGER	1.000	HR	200.00	200.00
2	SUPERINTENDENT	1.000	HR	200.00	200.00
3	FOREMAN (CEC)	1.000	HR	170.00	170.00
4	LABORER (CEC)	1.000	HR	125.00	125.00
5	EQUIPMENT OPERATOR(CEC)	1.000	LS	200.00	200.00
6	FOREMAN (LM)	1.000	HR	115.00	115.00
7	LABORER (LM)	1.000	HR	110.00	110.00
8	EQUIPMENT OPERATOR (LM)	1.000	HR	115.00	115.00
9	2-PERSON CREW (CEC)	1.000	DAY	2,750.00	2,750.00



2026 Napa On-Call Rates – March, 2026

10	3-PERSON CREW (CEC)	1.000	DAY	4,000.00	4,000.00
11	4-PERSON CREW (CEC)	1.000	DAY	5,250.00	5,250.00
12	ADDITIONAL CREW MEMBER (CEC)	1.000	DAY	1,250.00	1,250.00
13	2-PERSON CREW (LM)	1.000	DAY	2,000.00	2,000.00
14	3-PERSON CREW (LM)	1.000	DAY	3,000.00	3,000.00
15	4-PERSON CREW (LM)	1.000	DAY	4,000.00	4,000.00
16	ADDITIONAL CREW MEMBER (LM)	1.000	DAY	1,000.00	1,000.00
17	500-GAL WATER TRAILER	1.000	DAY	250.00	250.00
18	OHV/UTV (KAWASAKI MULE OR EQUIVALENT)	1.000	DAY	250.00	250.00
19	4WD-CAPABLE CREW TRUCK	1.000	DAY	375.00	375.00
20	BRUSH CHIPPER (CHIPS STAY ONSITE)	1.000	DAY	1,800.00	1,800.00
21	STUMP GRINDER (SELF-PROPELLED)	1.000	DAY	1,500.00	1,500.00
22	STRAW BLOWER	1.000	DAY	1,500.00	1,500.00
23	HYDROSEEDING/HYDROMULCHING EQUIPME	1.000	DAY	2,500.00	2,500.00
24	HYDROSEEDER (TRUCK MOUNTED, 3,000 GALL	1.000	DAY	3,800.00	3,800.00
25	WATER TRUCK (W/ DRIVER)	1.000	DAY	1,750.00	1,750.00
26	HAUL TRUCK (30 CY CAPACITY W/ DRIVER)	1.000	DAY	2,300.00	2,300.00
27	SKID STEER WITH MOWER/BRUSH HOG ATTAC	1.000	DAY	1,975.00	1,975.00
28	MINI EXCAVATOR (W/ OPERATOR)	1.000	DAY	1,900.00	1,900.00
29	SMALL EXCAVATOR (W/ OPERATOR)	1.000	DAY	2,100.00	2,100.00
30	MEDIUM EXCAVATOR (W/ OPERATOR)	1.000	DAY	2,700.00	2,700.00
31	FRONT-END LOADER (W/ OPERATOR)	1.000	DAY	2,900.00	2,900.00
32	EQUIPMENT MOBILIZATION/DEMOBILIZATION	1.000	LS	1,950.00	1,950.00

Please let me know if you have any questions. We look forward to working with you on this project.

Sincerely,

Ari Wilson

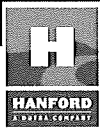
Ari Wilson

Senior Project Manager



Exhibit A General Conditions

1. This proposal is valid for 30 days from the date submitted.
2. This proposal is contingent upon reaching mutually agreeable contract terms, with the understanding that all proposal terms and these General Conditions shall be incorporated into any resulting contract between the parties.
3. Any resulting contract will create an independent contractor relationship between the parties; no fiduciary duty or agency will be created.
4. In the event of any conflicts among the contract documents, Contractor's Scope of Work and any conditions or exclusions therefrom shall control.
5. Owner will obtain all permissions, permits, licenses, and inspections required for Contractor to perform the Work and shall pay all costs associated therewith, excluding only those licenses required to be held by Contractor to generally perform this type of work.
6. Owner will provide all plans, specifications, and other designs services required for the Work – no design services are included in Contractor's Scope of Work unless explicitly provided in the proposal.
7. Owner will provide unlimited and unrestricted access to the site area(s) necessary for the Work.
8. Owner will locate and mark or move, as necessary, any permanent or temporary utility, whether active or abandoned, that may be affected by the Work.
9. If vessel access is a component of the Work, the waterway shall be of sufficient depth for the vessel's required draft at the time(s) Contractor requires access.
10. Contractor will not perform any containment, cleanup, or disposal of hazardous materials that (a) were pre-existing at the Site or (b) if brought to the Site for the Project, were not released by Contractor. If Contractor encounters any hazardous materials at the site that have not been rendered harmless, Contractor shall immediately stop work in the affected area and report the condition to Owner. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless Contractor, its affiliates, officers, employees, directors, and agents from all claims, damages, losses, and expenses, included but not limited to attorneys' fees, arising out of or resulting from any pre-existing hazardous materials.
11. If Owner is providing any materials or equipment for Contractor's Work, they shall be provided at no cost to Contractor and shall meet the requirements of the Work, including applicable plans and specifications, without the need for any alteration or adjustment, and Contractor shall not be responsible for any defects therein, warranty thereto, or damage or loss thereto, except to the extent caused by Contractor or its lower tier contractors.
12. Contractor shall be entitled to rely on the accuracy, adequacy, and completeness of the information provided to it or authored by Owner or Owner's other contractors, including without limitation the plans and specifications, their compliance with applicable laws, codes, and standards, and any site data, including subsurface data, regardless of any disclaimer and regardless of when the information was provided to Contractor. Such information shall be incorporated into any resulting contract. Contractor shall not be required to independently verify the accuracy, adequacy, or completeness of such information, though Contractor shall promptly notify Owner of any deficiencies or discrepancies that it discovers therein. If any deficiency or discrepancy impacts the Work, it shall be addressed via change order.
13. Contractor shall perform the Work in one continuous, uninterrupted operation, 8 hours per day, 5 days a week, unless otherwise specifically provided in the proposal.



14. Contractor shall commence and proceed with the Work according to a mutually agreeable schedule, which shall be incorporated into any resulting contract and which Owner may modify via change order. This change order shall encompass all related price and time impacts to Contractor.
15. If any delay/suspension not caused by Contractor exceeds ten consecutive working days, or twenty cumulative working days during the project, Contractor may, at its option, demobilize, to return at a future mutually agreeable date, at the cost of Owner.
16. Contractor will provide payment and performance bonds upon request at an additional cost. Contractor will not provide a letter of credit, nor will Contractor's owners or officers provide a personal guarantee.
17. Owner shall pay Contractor at least monthly for approved invoices, which shall include stored materials, within 30 days of submission, assuming Contractor has provided all reasonably requested prerequisites.
18. Owner shall not withhold any retention from its payments to Contractor.
19. Owner shall pay Contractor 100% of its price for mobilization upon completion thereof.
20. Late payments by either party shall bear interest at the same rate, which shall be 18% per annum, unless otherwise agreed.
21. If Owner has the right to deduct or offset any payment, Contractor shall have an equal right to do so.
22. Contractor may suspend Work if Owner fails to pay undisputed amounts when due and fails to cure the nonpayment within five business days from written notice thereof.
23. Statutory lien/bond claim waivers shall be used wherever required or available. If the Work is being performed in a state that does not have statutory lien/bond claim waivers required or available, the lien/bond claim waivers shall mirror California's statutory waivers.
24. Contractor's lien rights shall not be subordinated to any other claimant of Owner.
25. Contractor has performed a reasonable investigation of the site satisfying itself as to (1) the known and readily observable nature, location, and character of the site and the project, specifically including the surface conditions of the site and the surrounding area, and all structures and obstructions thereon, both natural and man-made, and any subsurface conditions disclosed in writing by Owner; (2) the nature, location, and character of the general area in which the project is located, including generally prevailing climatic conditions, labor supply, labor cost, equipment supply, and equipment cost; (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and services necessary to complete the Work at the quoted price and according to the mutually agreed schedule; and (4) any requirements imposed by applicable laws and applicable permits, and Contractor shall not be entitled to any increase in the price or extension to the schedule for its failure to perform such a reasonable site investigation. Contractor's obligation to perform a reasonable site investigation shall not extend beyond the foregoing and Contractor specifically repudiates any obligation to assume the risk of (a) subsurface conditions not disclosed in writing by Owner, (b) differing site conditions, (c) abnormal weather conditions, or (d) delays not caused by Contractor, and Contractor shall be entitled to make a claim for an increase to the price and/or extension to the schedule caused thereby.
26. Contractor warrants that the Work shall be performed in a good and workmanlike manner, according to the plans and specifications, free from defects in design, material, and workmanship, and using new materials unless otherwise specified. Contractor specifically disclaims all other warranties implied by law, including the warranty of fitness for a particular purpose and warranty of merchantability, as well as any requirement to perform the Work according to Owner's intent.
27. The duration of Contractor's warranty shall not (a) for construction Work, exceed one year from the substantial completion date of its Work or (b) for dredging Work, exceed the date the area is surveyed for payment.



28. Contractor shall not bear the risk of loss for any loss or damage to the Work (a) caused by Owner, Owner's other contractors, any force majeure events, (b) covered by Owner's builder's risk policy, or, if not caused or covered by any of the foregoing, (c)(i) for construction Work, beyond the date of substantial completion or Owner's beneficial use (in whole or in part) of the Work, whichever occurs earlier, or (ii) for dredging Work, beyond the date the area is surveyed for payment.
29. The amount of liquidated damages to be assessed for Contractor delays shall be negotiated and shall only apply to the extent Contractor and/or its lower tier contractors are responsible for causing the delay.
30. Contractor's liability and indemnity obligations for any property damage, physical injury, breach of contract, or other claim, loss, damage, or expense shall be proportional, to the extent of its or its lower tier contractors' acts or omissions. Contractor shall not be liable for Owner's or any other party's acts or omissions, whether active or passive, or be required to indemnify Owner or any other party for such. Owner shall have the same liability and indemnity obligations to Contractor.
31. Contractor's provision of insurance, including its primary response, additional insured endorsements, and waivers of subrogation, shall be limited to the extent of Contractor's proportional liability and indemnity obligations.
32. Contractor shall not be required to waive any rights available to it under the law unless equally applicable to and waived by Owner.
33. Except provisions for liquidated damages or damages that are a part of third-party claims that either Party has an obligation to indemnify the other Party from, neither party shall be liable to the other for indirect damages of any kind, including incidental, special, and consequential damages and encompassing, without limitation, loss of use, loss of profit, and loss of business opportunity.
34. Contractor may request a change order or pursue a claim against Owner for an increase to the price and/or extension to the schedule when Owner's or Owner's other contractors' acts or omissions, including delays, adversely affect Contractor's performance of the Work or otherwise cause damage, loss, or expense to Contractor.
35. Change orders, and any claimed accord and satisfaction associated therewith, shall encompass only the scope of the change order, not the entirety of the project performed up to the date of the change order.
36. Change order / claim notice deadlines shall not be less than ten business days from the date Contractor knew of the circumstance giving rise thereto.
37. A change order shall utilize the unit prices provided in the contract, if applicable. If no such unit price is applicable, the parties will negotiate to reach a mutually agreeable price for the work. If the parties are unable to reach an agreement, Contractor shall perform the work on a time and materials basis, plus a fee of thirty-five percent for all overhead and profit associated therewith.
38. Force majeure shall include labor, material, equipment, and lower tier contractor shortages due to any pandemic or epidemic, including COVID-19, and all abnormal climate conditions, which shall be defined as all precipitation days for the period of time in excess of the ten year average reported by the National Oceanic and Atmospheric Administration reporting station located closest to the Site. Contractor shall not be responsible for any delay damages and shall be entitled to make a claim for an increase to the price and/or an extension to the schedule if delayed as a result thereof.
39. Contractor shall be given the opportunity to cure any breach of contract or defect in the Work, which it shall commence and diligently continue within a minimum of ten business days from written notice thereof.
40. In the event of termination for default, Owner may take possession of Contractor's materials as well as equipment and tools specifically leased for the project. All equipment and tools owned or leased for non-project-related reasons by Contractor shall remain in the sole possession of Contractor.



2026 Napa On-Call Rates – March, 2026

41. In the event of termination for convenience, Contractor shall be paid (a) for mobilization, the Work completed to date, and demobilization, each at the rates provided, (b) reasonable costs of termination, and (c) thirty-five percent of those termination costs for overhead and profit.