



Napa County Regional Park  
and Open Space District

## Request for Bids Dryfoot Trail Moore Creek Park – Moore Creek Unit

The Napa County Regional Park and Open Space District is seeking bids to construct approximately 3,700 feet of new unpaved publicly-accessible trail improvements for use by hikers, equestrians, and cyclists. The trail would be located at the Moore Creek Unit of Moore Creek Park, 2607 Chiles-Pope Valley Road, St. Helena, Calif., Assessor's Parcel Nos 025-060-023 and 025-060-025. Construction to be completed prior to July 1, 2017.

Please note that this is an informal bid process and a public works project. No bidder's bond is required; however, the selected bidder may be asked to provide a labor and material bond and, should the contract value exceed \$20,000, a performance bond prior to execution of the contract. Because this is a public works contract, apprenticeship and prevailing wage requirements will apply and the bidder must be registered with the California Department of Industrial Relations. For further information about prevailing wage rates and the requirements of the Department of Industrial Relations, please see <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>.

Enclosed is the informal bid proposal form, a sample contract for construction, and the preliminary scope of work (exhibit A to the contract). Bidders are additionally required to submit a statement of qualifications, the form and format of which are left to their discretion. Alignments are flagged in the field and publicly accessible for bidder inspection; there will be no pre-bid job walk.

Bids will be evaluated based on which proposal offers the best overall value to the public and must be received no later than 3:00 pm on Friday, May 12<sup>th</sup>, 2017. Proposals may be emailed to [ccahill@ncrposd.org](mailto:ccahill@ncrposd.org) or delivered to the attention of Chris Cahill, NCRPOSD, c/o Napa County Planning, Building, and Environmental Services, 1195 Third Street, Second Floor, Napa, Calif. 94559. If hardcopies are mailed or delivered, please provide two complete copies of your proposal.

# Informal Bid Proposal Form

Must be received by 3:00 pm, Friday, May 12<sup>th</sup>, 2017, at the offices of:

THE NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
 1195 Third Street, Second Floor, Napa, Calif. 94559  
*to the attention of Chris Cahill, Principal Planner*  
 Or via email at ccahill@ncrposd.org

for:

**the Dryfoot Trail**  
**Moore Creek Park – Moore Creek Unit**

Name of Proposer \_\_\_\_\_

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Cal. DIR Public Works Contractor Registration Number (required): \_\_\_\_\_

The undersigned, as proposer, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that they have carefully examined the location of the proposed work, the proposed form of contract, the Scope of Work, and the required bonding; and they propose, and agree if this proposal is accepted, that they will contract with the Napa County Regional Park and Open Space District, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of payment therefore the following item prices to wit:

Item	Unit	Quantity	Unit Price	Cost
Mobilization	EA	1		
Construction	EA	1		
Erosion Control (Labor)*	EA	1		
<b>TOTAL BID</b>				

\*District will provide materials.

**Erosion Control Materials**

Please specify required erosion control materials:

<u>Item</u>	<u>Type/size</u>	<u>Quantity or Linear Feet</u>
Silt Fencing		
Coir Logs		
Jute Matting		
Stakes		
<i>Specify other:</i>		



List of Subcontractors (if any)

Name of Subcontractor	Portion of Contract	Location of Business (City and State)

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposal, and the right is reserved to the Napa County Regional Park and Open Space District to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount proposed for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid within eight (8) days, not including Saturdays, Sundays and legal holidays, after the proposer has received notice from the District General Manager that the contract has been awarded to him, the District may, at its option, determine that the proposer has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void.

The names of all persons interested in the foregoing proposal as principals are as follows:

*If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co- partnership, state true name of firm, also names of all individual copartners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Licensed in accordance with the law of the State of California:

Contractors License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_ Classification \_\_\_\_\_

\_\_\_\_\_

Signature of proposer

NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

AGREEMENT No. 17-\_\_\_

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district organized under the laws of the State of California, hereinafter referred to as "District", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Contractor";

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by District, and under the conditions expressed in the Labor and Materials bond and/or Performance bond attached hereto (as and if applicable), Contractor shall, at Contractor's own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by District, necessary to construct and complete in a good, workmanlike, and substantial manner and to the satisfaction of District that project known as the "DRYFOOT TRAIL PROJECT" which shall be constructed in the County of Napa, California, in accordance with the scope of work ("Scope of Work") attached as Exhibit A , and the Bid submitted by Contractor ("Bid Proposal") attached hereto as Exhibit B. The Scope of Work and Bid Proposal are hereby incorporated by reference as if set forth herein.

ARTICLE II. District hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth herein, and both parties hereby agree, for themselves, their heirs, executors, administrators, successors and assigns, to full performance of the covenants contained herein.

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by District.

ARTICLE IV. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; for all loss and damage, arising out of the nature of such work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the District and for all risks of every description connected with the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole thereof in the manner and according to the Scope of Work and the requirements of the District General Manager under them. These prices are the maximum amounts; actual compensation shall be based on the actual work performed.

Item	Unit	Quantity	Unit Price	Cost
Mobilization	EA	1		
Construction	EA	1		
Erosion Control (Labor)*	EA	1		
TOTAL BID				

IN WITNESS WHEREOF, this Contract has been approved by District and Contractor as of the date first set forth in this Contract.

THE NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT,  
a California Special District

By \_\_\_\_\_  
JOHN WOODBURY, its General Manager

ATTEST:

“District”

By \_\_\_\_\_  
Melissa Gray, District Secretary

Contractor “\_\_\_\_\_”

By \_\_\_\_\_, its \_\_\_\_\_

“Contractor”

APPROVED AS TO FORM:  
District Counsel

By

Date:

Exhibit A

THE NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

THE DRYFOOT TRAIL  
MOORE CREEK PARK – MOORE CREEK UNIT

Scope of Work

SECTION A

GENERAL CONDITIONS

1. LOCATION

The work is located at 2607 Chiles-Pope Valley Road, St. Helena, Calif. 94574

2. DESCRIPTION OF WORK

The project objective is to construct approximately 3,700 linear feet of new unpaved publicly-accessible trail improvements for use by hikers, equestrians, and cyclists; all as shown on project plans.

3. TIME OF COMPLETION

The Contractor shall begin work at a time mutually agreed upon by District and Contractor, shall diligently prosecute the same to completion, and shall, in any case, complete construction prior to July 1, 2017.

4. PREVAILING WAGES

In accordance with the provisions of Section 1774 of the Labor Code of the State of California, the General Manager of the DISTRICT has ascertained from the Director of Industrial Relations the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) applicable to the work to be done. These rates of wages are available on the internet at <http://www.dir.ca.gov/OPRL/PWD/index.htm> or they may be inspected at the Offices of the Napa County Regional Park and Open Space District, 1125 Third Street, Second Floor, Napa, California (please call 707-299-1335 to schedule an appointment).

5. PUBLIC WORKS PAYROLL COMPLIANCE

Contractor must be registered as a Public Works Contractor with the California Department of Industrial Relations prior to bidding and throughout the term of the contract and is responsible for complying with all regulations related thereto.

6. PROPOSAL REQUIREMENTS AND CONDITIONS

(a) Examination of Site. Each proposer shall have examined the site of the work before submitting a proposal so he or she shall have full knowledge of all facilities and difficulties affecting the work which may not be particularly described herein. No variation or allowance from the contract sum will be made because of lack of such examination or knowledge.

(b) Informal Bid. This cost of this project is not expected to exceed \$24,999. Therefore, it is not subject to formal public bid requirements, but may be awarded by the District General Manager after comparison of proposals received to determine the proposal which offers the best overall value to the District. Proposers may submit proposals which vary from the sample contract and from the Scope of Work, but only if the proposal explicitly identifies the differences. The District reserves the right, at its sole discretion, to accept or

reject any or all proposals, and/or to allow proposers to modify their proposals prior to the deadline for the submittal of proposals.

7. AWARD AND EXECUTION OF THE CONTRACT

The successful proposer may be required to furnish a labor and materials bond as required by Section 3247 of the Civil Code and, should the contract value exceed \$20,000, a performance bond prior to execution of the contract. Each shall be in an amount equal to the bid amount.

8. SCOPE OF WORK

The intent of the Scope of Work is to cover the complete project of developing the DRYFOOT TRAIL as described herein. The quantities and items listed in the proposal form and contract form are given as a basis for the comparison of bids and the District does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the District.

9. CONTROL OF THE WORK

Deviations from the approved Scope of Work shall be approved by the District General Manager or his designee and all such changes shall be by written permission only.

10. LEGAL RELATION AND RESPONSIBILITY

(a) Acceptance of Project. Acceptance of the project will consist of the execution and filing with the County Recorder of a Notice of Completion as defined in Civil Code section 3093. Should it become necessary to occupy any portion of the work before the contract work is fully completed, such occupancy shall not constitute acceptance.

(b) Hold Harmless/Indemnification. To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify District and its officers, agents, employees and volunteers from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Contract, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of District or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Contract. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Contract, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(c) Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Contract, and thereafter as to matters occurring during the term of this Contract, the following insurance coverage:

(1) Workers' Compensation insurance. If and to the extent required by law during the term of this Contract, Contractor shall provide workers' compensation insurance for the performance of any of Contractor's duties under this Contract; including but not limited to, coverage for workers' compensation and disability, and shall provide District with certification of all such coverages upon request by District's Risk Manager.

(2) Liability insurance. Contractor shall obtain and maintain in full force and effect during the term of this Contract the following liability insurance coverages, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

(i) General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) 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 Contract.

(ii) 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 under this Contract of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

(3) Certificates. All insurance coverages referenced in (2), above, shall be evidenced by one or more certificates of coverage which shall be filed by Contractor with the General Manager prior to commencement of performance of any of Contractor's duties; shall be kept current during the term of this Contract; shall provide that District through the General Manager 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; and 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. For the insurance coverage referenced in (2)(i), the certificate of insurance or endorsements attached thereto shall also name the District and its officers, employees, agents and volunteers as additional insureds; that if the same policy applies to activities of Contractor not covered by this Contract 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 Contract; and shall provide 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. Upon request by the General 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.

(4) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be approved by, the General Manager, which approval shall not be denied unless the General Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Contract and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by the General Manager, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects District or its officers, employees, agents and volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

## II. TERMINATION OF CONTRACT

Whenever, in the opinion of the General Manager or his designee, the said work is neglected by the Contractor, or the same is not prosecuted with the diligence and force specified, meant and intended in and by the terms of this contract, it shall be lawful for the General Manager or his designee to make a requisition upon the Contractor for such additional specific force or such additional specific material to be brought into the work under this contract or to remove improper material from the grounds, and its due and faithful fulfillment requires; of which action of the General Manager or his designee due notice in writing of not less than five days shall be served upon the Contractor or his agent having charge of the work; and if the Contractor fails to comply with such requisition within five days, it shall be lawful for the General Manager or his designee to employ upon such work the additional force or supply the materials as specifically required as aforesaid; and the amount paid for such additional force or material shall be charged against the Contractor and be deducted from his next or subsequent estimate and payment, or the same or any part thereof not so deducted may be recovered from the Contractor or his sureties.

Moreover, if the Contractor fails to comply with such requisition within five days, the General Manager or his designee may declare the Contract terminated and may himself proceed to complete the work herein specified or may engage any other person or persons to do the same. Upon the completion of such work, the General Manager or his designee shall cause a statement to be made of the default of the Contractor as aforesaid and in completing the work itself or by any other person or persons. Should the amount in such statement be more than

the amount would have been due the Contractor upon the completion of the work by him, the difference shall be paid by the Contractor to the District.

## 12. PAYMENT

Payments by District to Contractor shall be made within 20 days of submittal of complete and accurate invoices for work satisfactorily completed. An invoice shall not be complete unless it includes identification of all work performed, and the payroll records required by paragraph 5.

## 13. MISCELLANEOUS PROVISIONS

(a) Contractor Qualification. Because of the unique skills required to construct properly sustainable trails, and the challenge of the terrain presented by this project, the contractor, and all of the contractor's on-site supervisory personnel and equipment operators, must have at least two years experience with trail construction and the operation of specialized trail building equipment.

(b) Licenses and Permits. Excepting that the District shall be responsible for obtaining the relevant grading permit, any and all licenses and permits required shall be provided by the Contractor at the Contractor's expense and the Contractor shall abide by any and all Federal, State and County laws and rules affecting the work and shall maintain all required protection for property, employees and the public and insurance in connection with same, for all of which he or she shall bear necessary expense. The Contractor expressly acknowledges that the District is subject to the building and grading regulations of the County of Napa.

(c) Guarantees. All work performed and equipment or material furnished shall be guaranteed for one (1) year from date of acceptance against any inherent or developed defects of materials or workmanship in manufacture or installations. All guarantees normally provided by manufacturers of equipment or material installed under this project shall be furnished to the District and shall remain in force for their normal life. The contractor shall not be responsible for trail failure caused by landslides and land slumping, provided the contractor has complied with the specifications contained in this contract.

(d) Ownership of Drawings, Specifications and Reports. All drawings, specifications and copies thereof prepared pursuant to this Contract are and shall remain the property of the District.

## 14. RIGHT TO DO WORK; NON-INTERFERENCE WITH EXISTING USES

The District reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors on the job site reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon work of any other Contractor, the Contractor shall inspect and promptly report to the General Manager or his designee any defects in such work that render it unsuitable for proper execution and results. His failure to so inspect and report shall constitute his acceptance of other Contractors' work as fit and proper for reception of his work, except as to defects which may develop in other Contractors' work after execution of his work.

To insure proper execution of his subsequent work, the Contractor shall measure and inspect work already in place and shall at once report to the General Manager or his designee any discrepancy between executed work and contract documents.

The Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by owner in prosecution of the project to the end that the Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy at the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractors working on project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, the owner shall decide which Contractor shall cease work temporarily and

which Contractor then shall continue or whether work can be coordinated so that the Contractors may proceed simultaneously.

The Contractor shall perform the work in such a manner as to not unduly interfere with the ongoing activities of the tenants living on the property.

#### 15. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall comply with all applicable laws, ordinances, regulations, and codes, including but not limited to, the following:

(a) Non-Discrimination. During the performance of the work required by the Contract, the Contractor and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment.

(b) Documentation of Right to Work. The Contractor shall abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of the Contractor performing any of the work under the Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form I-9 (as it may be amended from time to time) is completed and on file for each employee. The Contractor shall make the required documentation available upon request to the Engineer for inspection.

(c) Inclusion in Subcontracts. To the extent any of the work to be performed by Contractor under the Contract is subcontracted to a third party, the Contractor shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

## SECTION B

### TECHNICAL SPECIFICATIONS

#### 1. GENERAL REQUIREMENTS

- (a) SUPERVISION AND DIRECTION OF WORK— The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its subcontractors. The Contractor shall supervise and direct the work, using the contractor's best skill and attention. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. The District shall in the field specify the precise trail alignment, the location of grade reversals where needed, the width of the trail bench, what and how much rock to save from the grading operation that will be used for future rock work, whether and where silt fences, coir logs, and other erosion control measures need to be installed, and similar design questions that arise in the field. The Contractor shall otherwise be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the General Manager or his designee and shall not proceed with that portion of the work without further written instructions from the General Manager or his designee. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the District shall be solely responsible for any resulting loss or damage.
- (b) SUBSEQUENT WORK—The Contractor shall be responsible for inspection of portions of work already performed by others to determine that such portions are in proper condition to receive subsequent work.
- (c) DAMAGE. The Contractor shall be responsible for any damages to existing facilities due to causes attributable to the work and all such damaged facilities shall be repaired as directed by the General Manager or his designee in order to place them in as good a condition as existed before the commencement of the project.
- (d) MATERIAL SAFETY DATA SHEETS (MSDS) – RESERVED.
- (e) SCHEDULE OF WORK –The normal workweek shall be Monday through Sunday, 7:00 a.m. to 5:00 p.m. unless otherwise approved by the General Manager or his designee. The normal workweek describes the window in which work is permissible, and does not necessarily require or allow any employee to work overtime hours as provided for in State and/or Federal law. District shall not be responsible for recompensing contractor or contractors employees for any overtime worked as a result of this agreement. No work shall be undertaken during periods in which the Napa County Fire Chief has issued a red flag fire warning.
- (f) EQUIPMENT – Specialized trail building equipment shall be used and shall be maintained in a safe and satisfactory condition at all times and in compliance with the latest provisions of the CAL/OSHA regulations. All heavy equipment shall be well maintained and in proper working order and in compliance

with all applicable laws and regulations. Specialized trail building equipment has a narrow tread (4 ft maximum width) in order to be able to operate from the bench of the trail as it is constructed.

(g) DUST CONTROL—Construction dust shall be controlled through generally-accepted control methods including: no grading is permitted when the wind is sufficient to carry dust away from the construction site, and any stockpiled soil shall be covered.

(h) WATER QUALITY PROTECTION—No loose soil shall be permitted to enter the actual watercourse of ephemeral drainages. Where necessary to maintain this, standard silt fencing, coir logs, and/or jute matting shall be installed at the base of any loose soil, between the loose soil and the watercourses of the ephemeral drainages. If silt fences are utilized they shall be installed consistent with the recommendations of the State of New Hampshire Bureau of Trails publication, “Best Management Practices for Erosion Control during Trail Maintenance and Construction” (<http://www.nhstateparks.org/uploads/BMPmanual2010.pdf>) For purposes of bidding, contractors should indicate what erosion control measures are required and their cost for installation. District shall provide the materials.

(i) SAFETY – The Contractor shall provide all material and labor to maintain the site in an orderly condition which is conducive to a safe work area. The Contractor shall keep the site free from accumulation of waste materials, rubbish, drill cuttings, and other debris resulting from the work. The Contractor shall comply with all applicable laws and regulations governing the furnishing and use of safeguards, safety devices, and protection equipment. The Contractor shall take any necessary precautions to protect the life and health of employees and the public in the performance of the work. No flammable or hazardous materials shall be stored on site, except what is immediately needed for construction equipment. Each piece of heavy equipment shall include a fire extinguisher.

(j) FINAL BILLING—Upon completion of all work, the Contractor shall submit the following items to the General Manager or his designee:

1. Itemized bill with the items listed on the Itemized Bid Sheet.

The above items shall be mailed to the following address:

Chris Cahill  
Napa County Regional Park and Open Space District  
1195 Third Street, Room 210  
Napa CA 94559

## 2. SPECIFIC REQUIREMENTS

(a) SCOPE OF WORK— The project involves constructing slightly more than 3,700 linear feet of new unpaved publicly-accessible trail improvements for the non-motorized recreational use by hikers, equestrians, and cyclists. The trail will generally have a 4 feet wide half bench tread, although the width may vary where necessary based on terrain. No culverts are proposed. The trail will have a grade of 8% or less whenever possible, but may increase to 15% for short (less than 50 feet) distances if terrain requires. Underbrush and non-native grasses will be cleared as necessary along the alignment, and some low-hanging tree (primarily Live Oak, Grey Pine, and Bay Laurel) branches will be trimmed. No mature trees are expected to be removed. Excavated soil will be side-cast where it is generated unless this would result in soil entering any ephemeral drainage. Where ephemeral drainages are present, excess soil will be transported away from the drainage and side cast in an appropriate location. More information on the trail design is contained in the attached document “Moore Creek Trail Construction Standards” prepared by Chandler and Chandler, Landscape Architects, dated May 12, 2010 as amended by the “Additional Grading Specifications” dated January 14, 2015 (likewise attached).

(b) LOCATION OF WORK – The approximate trail alignment is attached to the end of this exhibit. The District and Contractor will flag and agree to a trail alignment immediately prior to the start of construction. It shall be the responsibility of the Contractor to construct the trail as close as possible to the alignment indicated by the flagging. In the event of questions or concerns about the flagged alignment, the Contractor shall discuss with the General Manager or his designee and agree on the alignment prior to starting work.

(c) UTILITIES FOR CONSTRUCTION—Contractor shall furnish his/her own source of electricity, fuel, and water required to perform the work, and shall bear the cost of these services.

(d) TRAIL DESIGN STANDARDS. The trail shall be constructed as a +/-4 ft wide, full-bench cut trail to the extent that the physical terrain permits. Where steep side slopes do not permit a full-bench cut, a partial bench will be allowed. The trail bench shall be outsloped at a grade of 5% so that water will sheet flow across the trail. The outer edge of the trail shall be gently contoured, so that there is no lip or sharp trail edge, and so the edge is lower than the rest of the bench. In addition, grade reversals shall be constructed at regular intervals along the trail, as directed by the District, to ensure that water does not concentrate on the trail and create erosion problems. Side-cast soil shall be spread smoothly and evenly. Overall, the trail design shall comply with the “Moore Creek Trail Construction Standards” prepared by Chandler and Chandler, Landscape Architects, dated May 12, 2010 as amended by the “Additional Grading Specifications” dated January 14, 2015 both incorporated herein by reference. Contractor shall groom the trail back slope and tread to be as smooth and as neat as is practical.

(e) BRUSHING AND GRUBBING. The trail alignment has previously been lightly brushed so that the alignment is readily visible. The Contractor shall remove additional brush as needed to maintain at least 2 feet of clearance on either side of the finished trail bench. Brush to be removed shall be cut or broken off at or below grade (no branch stubs left sticking up out of the ground. Removed brush shall be spread and left on the ground 10 feet or further away from the finished trail. All roots within the finished trail alignment shall be removed to a depth of at least six inches below grade.

(f) SAFETY OF THE PUBLIC. Contractor acknowledges that work will be undertaken in a public open space park and that members of the public will be present on access roads, parking areas, trails, and undeveloped portions of the property while the work contracted for here is being undertaken. Contractor shall furnish, erect and maintain any/all lights, signs, barricades, and/or barriers necessary to give adequate warning to the public at all times and shall provide such guards as may be necessary to prevent accidents and avoid damage and injury.



Napa County Regional Park  
and Open Space District

## Dryfoot Trail

### *Additional Grading Specifications*

*as revised March 2, 2015*

**TO THE EXTENT THAT THESE ADDITIONAL GRADING SPECIFICATIONS MAY CONFLICT WITH THE MAY 2010, "MOORE CREEK TRAIL CONSTRUCTION STANDARDS" THESE ADDITIONAL SPECIFICATIONS SHALL SUPERSEDE AND CONTROL.**

#### **Scheduling & Construction Timing**

Trail construction, which should take 5 to 7 days from beginning to end, will be scheduled for a period in the late winter/ early spring in which the National Weather Service 7-day forecast for Rutherford shows a less than 20% chance of precipitation for any one day. In addition, as required by the Napa County Grading Ordinance:

1. All earthwork will cease and a Weather Triggered Action Plan (WTAP) will be implemented if changes in the forecast once construction actually begins mean that the chance of rain is 40% or greater for any day (including weekends).
2. Preventative stormwater pollution/erosion control measures will be in place and effective prior to predicted rainfall to protect creeks from any illicit discharge resulting from activities related to the project. All perimeter control measures such as silt fence and fiber rolls will be installed and in place at all times once construction actually commences. All other erosion control materials will be available and onsite at all times.

We anticipate that grading, compaction, and associated erosion control work will be completed prior to the end of March, 2015.

#### **Excavations/Backslope**

The slope of a cut surface or backslope of the improved trail shall be as shown in the attached "Section Details" excepting that:

1. Less cohesive soils shall be designed with cut surfaces no steeper than 2:1 unless a geotechnical report approves a steeper slope.
2. Cuts in hard rock may be steepened to 1:2 as per the US Forest Service Trail Standards.

#### **Fills**

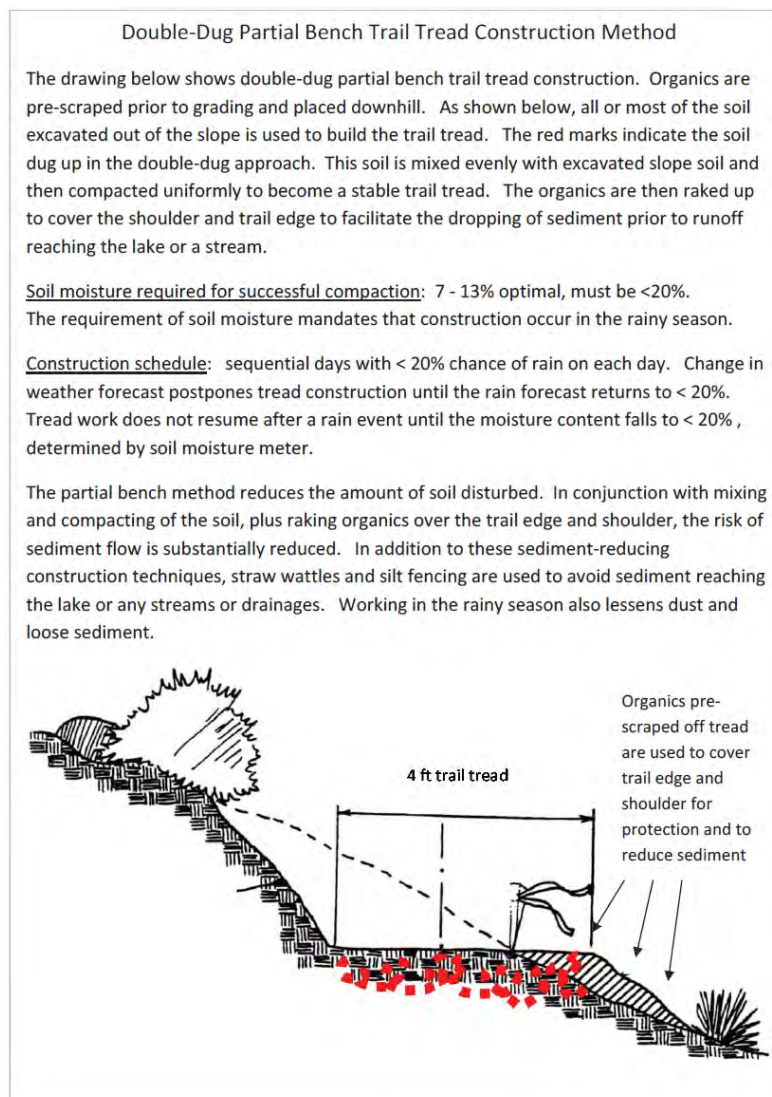
Fill areas shall comply with the following requirements:

1. Surface Preparation  
The ground surface shall be prepared to receive fill by removing vegetation, topsoil and other unsuitable materials, and scarifying the ground to provide a bond with the fill material

2. Benching  
Where existing grade is at a slope steeper than 5:1 (five units horizontal to one unit vertical) and the depth of the fill exceeds 5 feet, benching shall be provided in accordance with Figure J107.3, 2010 California Building Code. A key shall be provided which is at least 10 feet in width and 2 feet in depth.
3. Fill Material  
Fill material shall not include organic or other deleterious materials. No rock or similar irreducible material greater than 12 inches in any dimension shall be included in fills.
4. Compaction  
All fill material shall be compacted to 90-percent of maximum density as determined by ASTM D 1557, Modified Proctor, in lifts not exceeding 8-inches in depth.
5. Maximum Slope  
The slope of fill surfaces of the improved trail shall be no steeper than 1:1 (1 unit horizontal to 1 unit vertical) for cohesive soils; less cohesive soils shall be designed with cut surfaces no steeper than 2:1 unless a geotechnical report approves a steeper slope.

### Partial Bench Trail Specifications

Partial bench trails shall comply with the following specification:



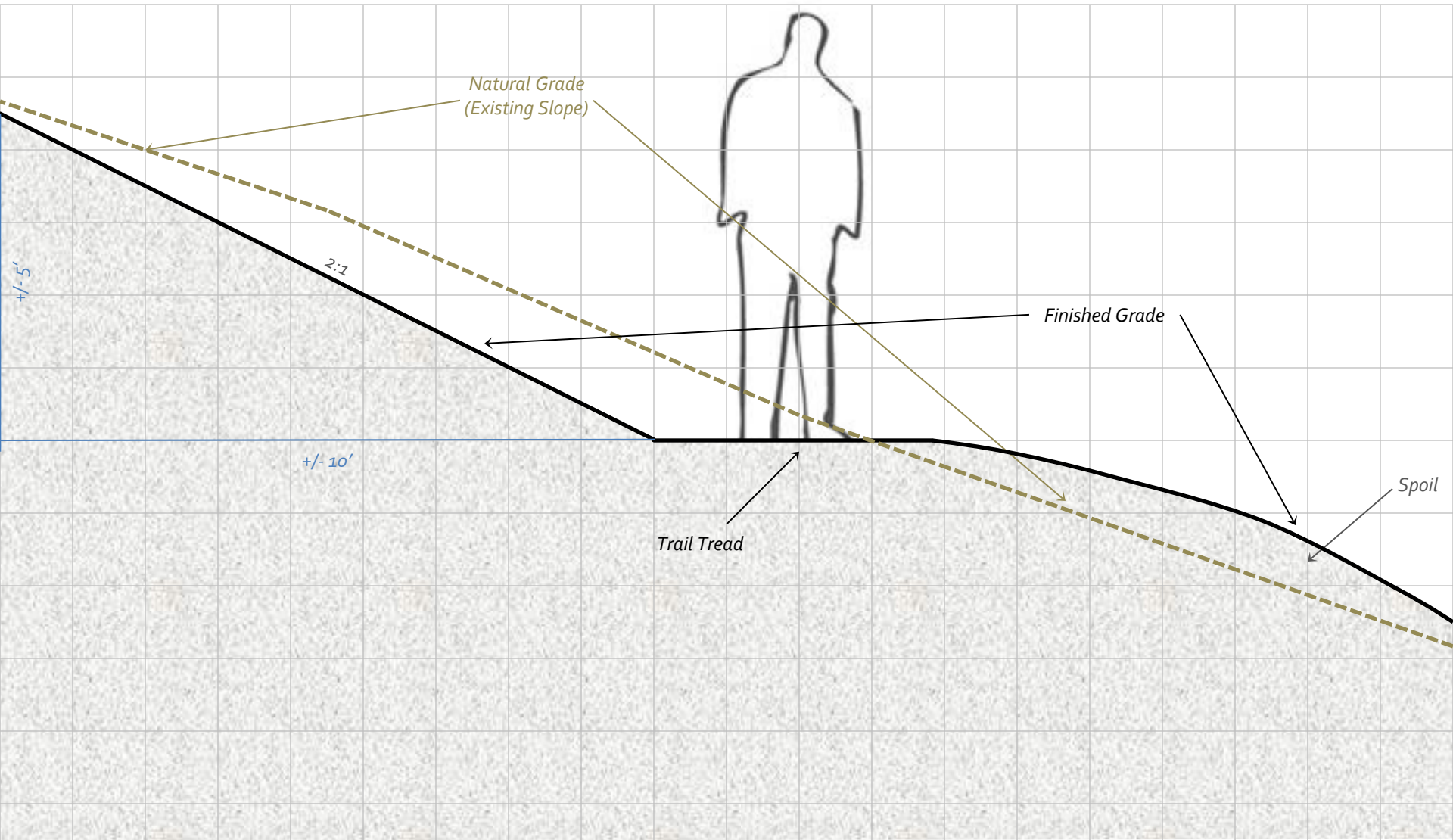




# Section Detail, Backslopes > 2 feet

## Dryfoot Trail

### Moore Creek Park – Moore Creek Unit

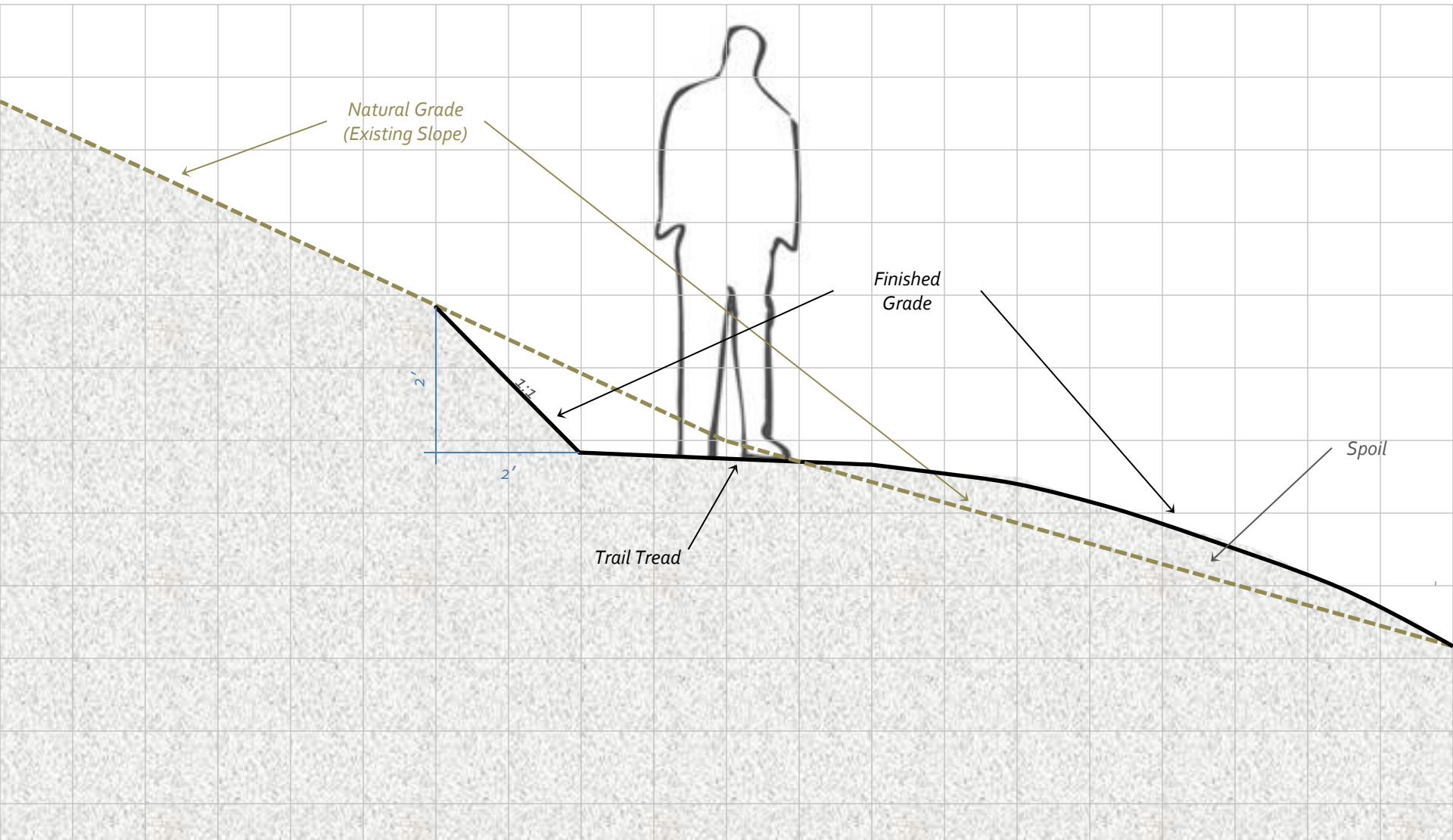




# Section Detail, Backslopes $\leq 2$ feet

## Dryfoot Trail

### Moore Creek Park – Moore Creek Unit



# MOORE CREEK

## TRAIL CONSTRUCTION STANDARDS

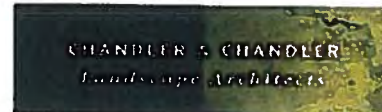
For John Woodbury  
Napa County Parks and Open Space District

Chandler & Chandler Landscape Architects  
12 May 2010



Chandler & Chandler  
Landscape Architects  
68 Coombs Street, Suite L5  
Napa, CA 94559

(707) 253 8266  
[jennifer@chandler2.com](mailto:jennifer@chandler2.com)



As a part of the acquisition of the Moore Creek property by the Napa County RPOSD, the District will construct new multi-use trails as the primary use and aspect of the visitor experience. The purpose of this document and the attached details is to illustrate typical trail building details that will be used on the property. All trail elements will be constructed to the best management practices of the International Mountain Bicycling Association and local regional trails systems. This will ensure both minimum post-construction erosion and long term trail stability to reduce maintenance requirements. The trail will be initially cut using a SWICO mini dozer, then work will be done by hand to finish the trail, ensuring that the cross slopes are adequate, there is no soil in drainage areas, etc.

The trail traverses heavily vegetated oak woodland, oak grassland, chaparral, and open grassland slopes with no existing erosion problems. There are two soil types that dominate the area, both of which are classified as Sobrante. 178 - Sobrante loam is found on foot slopes and side slopes of uplands (5-30% slopes typ.) The area contains Bressa, Dribble, Felton, Forward, Lodo and Maymen soils. Generally run off is classified as medium with a slight to moderate hazard of erosion. The other soil type is 179 - Sobrante loam and is classified by its location on steep slopes (30-50%). It includes small areas of Bressa, Dibble, Forward, Henneke, Lodo, and Maymen soils. Here the runoff is rapid with a moderate to high hazard of erosion. There are old landslide areas on the site, but they are currently vegetated with mature trees and understory vegetation, and do not pose any threat to the trail, or potential erosive conditions.

Loam soil is the ideal type for any trail as it compacts well to create a strong trail bed. Therefore, very little armoring will be required on most sections of the trail. If there are problematic small pockets of clay or sand along the trail, they can be armored by placing an anchor stone that is pitched vertically and mostly buried at the beginning and end of the application. In between the anchor stones, flat paving stones will be placed (similar to detail A-1). This technique may also be used in other locations that seem prone to erosion.

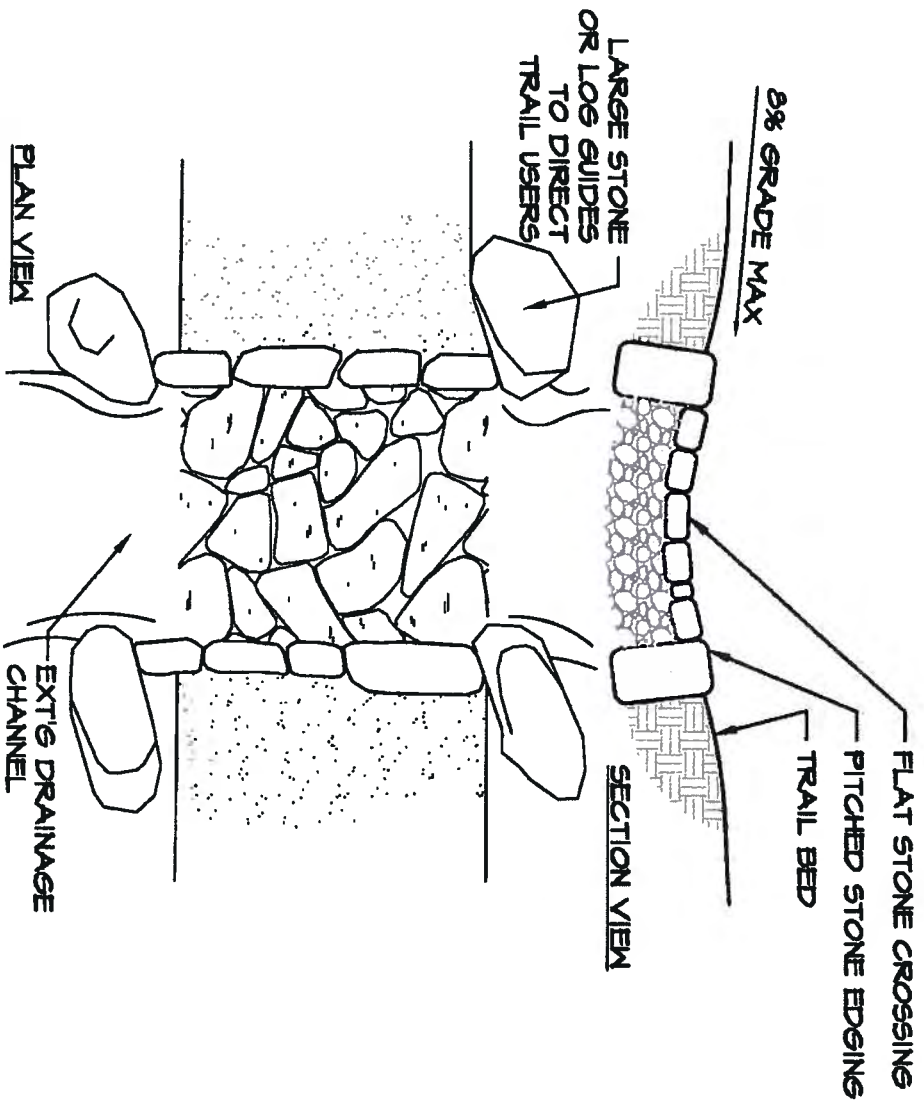
Of primary concern is the navigation over existing natural drainage channels without impacting water quality due to soil erosion. Please refer to details, A-1 and A-2. A-1 shows a crossing at a swale with shallow side slopes. A-2 shows a crossing at a swale with steep side slopes that may require more robust reinforcement. Soil will be cleared by hand out of drainage areas. The trail crosses a blue line stream in one location, but there will be no special treatment to that area, as the creek bottom is already rockied, and the adjoining grade is not more than 3%.

Details B1 and B2 represent two erosion control methods that will be applied to all trails. B1 represents a "Rolling Dip" where water is diverted at regular intervals off long sloping sections of trail. On such slopes, water has the potential to travel down the trail itself, reaching a velocity that may cause scouring of the trail bed. By placing a rolling dip at regular intervals, the water can be diverted prior to reaching a damaging velocity. Detail B2 represents a "knick" that can be used where slopes are relatively flat or rolling

and potential low points in the trail may collect and hold water. In these relative low points a knick allows the water to pass off the trail, avoiding water collection points that have the potential to become rutted over time. Generally, both rolling dips and grade knicks will be installed as necessary when the trail is first constructed. However, over the course of the following year, knicks can continue to be added wherever water is found after a major rain event.

Details C1 through C5 represent sections of the trail as it cuts through areas of significant cross slope. Each section shows varying levels of cut and fill based on the application. Preference will be given to the full cut tread detail where possible, as that method is more stable. However, there are areas where the side slope won't accommodate a full cut, and in those locations a balanced tread will be used. All areas of disturbed soil will be rapidly revegetated by the native seed banks existing in the soil and seeds from the adjoining vegetation. One important detail that all sections share and common across the entire system, is a cross slope of 5% across the trail tread to move water quickly off the trail.

With the above techniques not only can erosion be controlled during the trails inception, but many of the solutions presented here can be reintroduced over the course of the trail's life as part of a management regime. The primary goal of these techniques is to quickly and efficiently divert storm water from the trail bed surface, which is the key to properly mitigating erosion.

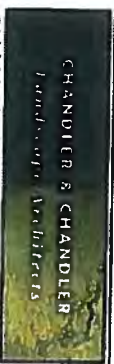


# MOORE CREEK

A-1 SWALE CROSSING - SHALLOW SIDED SWALE

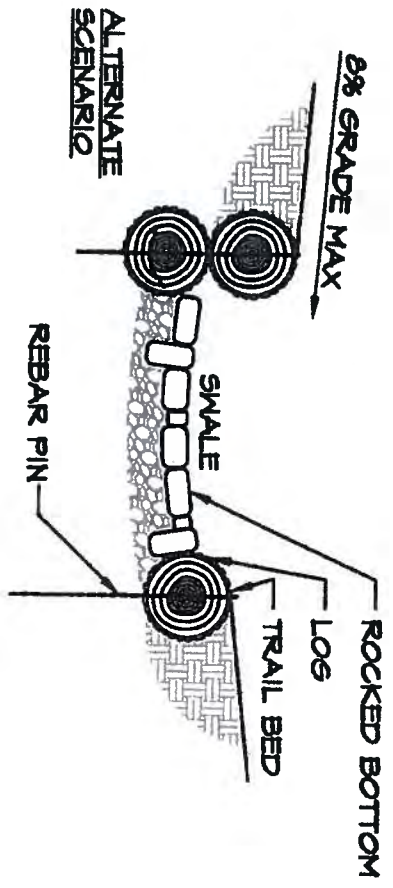
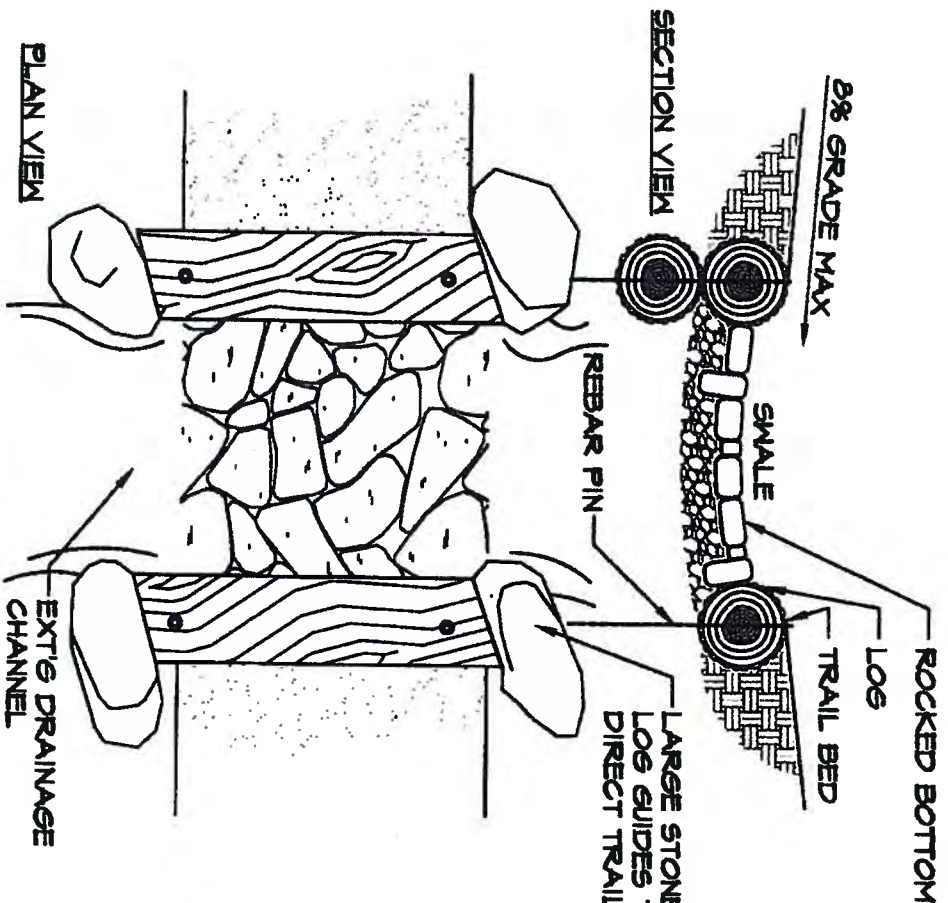
SCALE: 1/4" = 1'-0"

05/12/2010



CHANDLER & CHANDLER  
Landscape Architects

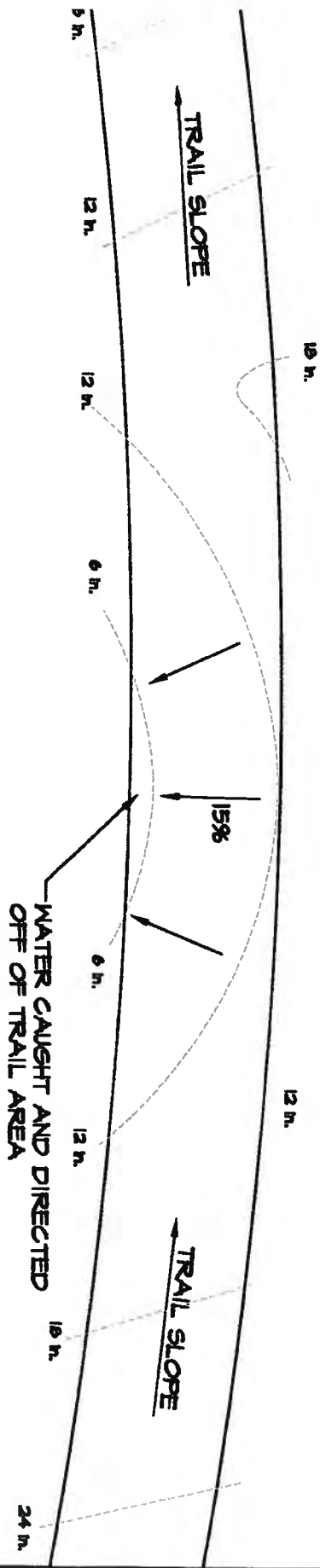
CHANDLER & CHANDLER  
68 COOMBS STREET  
NAPA, CA 94559  
(707) 253 8266



**MOORE CREEK**  
 A-2 SWALE CROSSING - STEEP SIDED SWALE  
 SCALE: 1/4" = 1'-0"

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 Landscape Architects  
 CHANDLER & CHANDLER  
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 NAPA, CA 94559  
 (707) 253 8266

HILLSIDE SLOPE

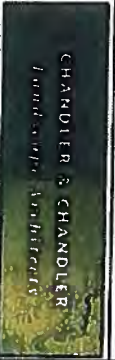


- 2 ft.
- 4 ft.
- 6 ft.
- 8 ft.
- 10 ft.
- 12 ft.
- 14 ft.
- 16 ft.
- 18 ft.
- 20 ft.

# MOORE CREEK

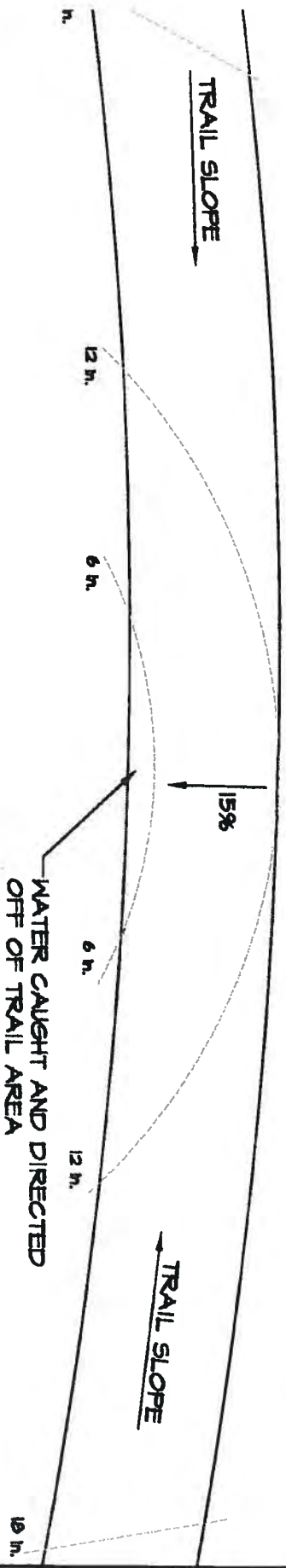
B-1 TRAIL ROLLING DIP

SCALE: 1/4" = 1'-0"  
05/12/2010



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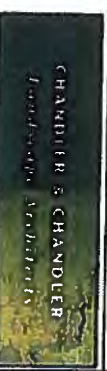


0 h.  
4 h.  
8 h.  
2 h.  
6 h.  
0 h.

# MOORE CREEK

B-2 TRAIL KNICK FOR A FLAT OR ROLLING TRAIL

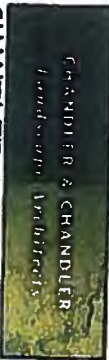
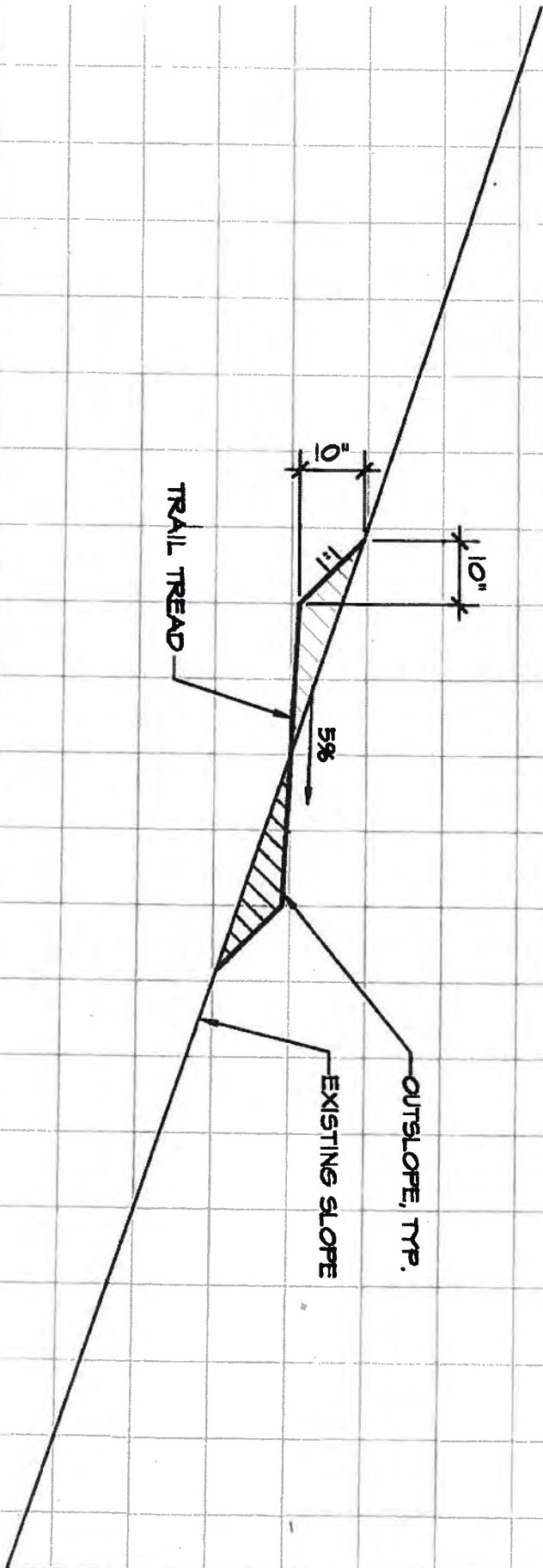
SCALE: 1/4" = 1'-0"  
05/12/2010



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CHANDLER & CHANDLER  
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NAPA, CA 94554  
(707) 253 8266

# MOORE CREEK C-1 TRAIL SECTION ON 3:1 SLOPE USING BALANCE CUT

SCALE: 1/2" = 1'-0"  
05/12/2010

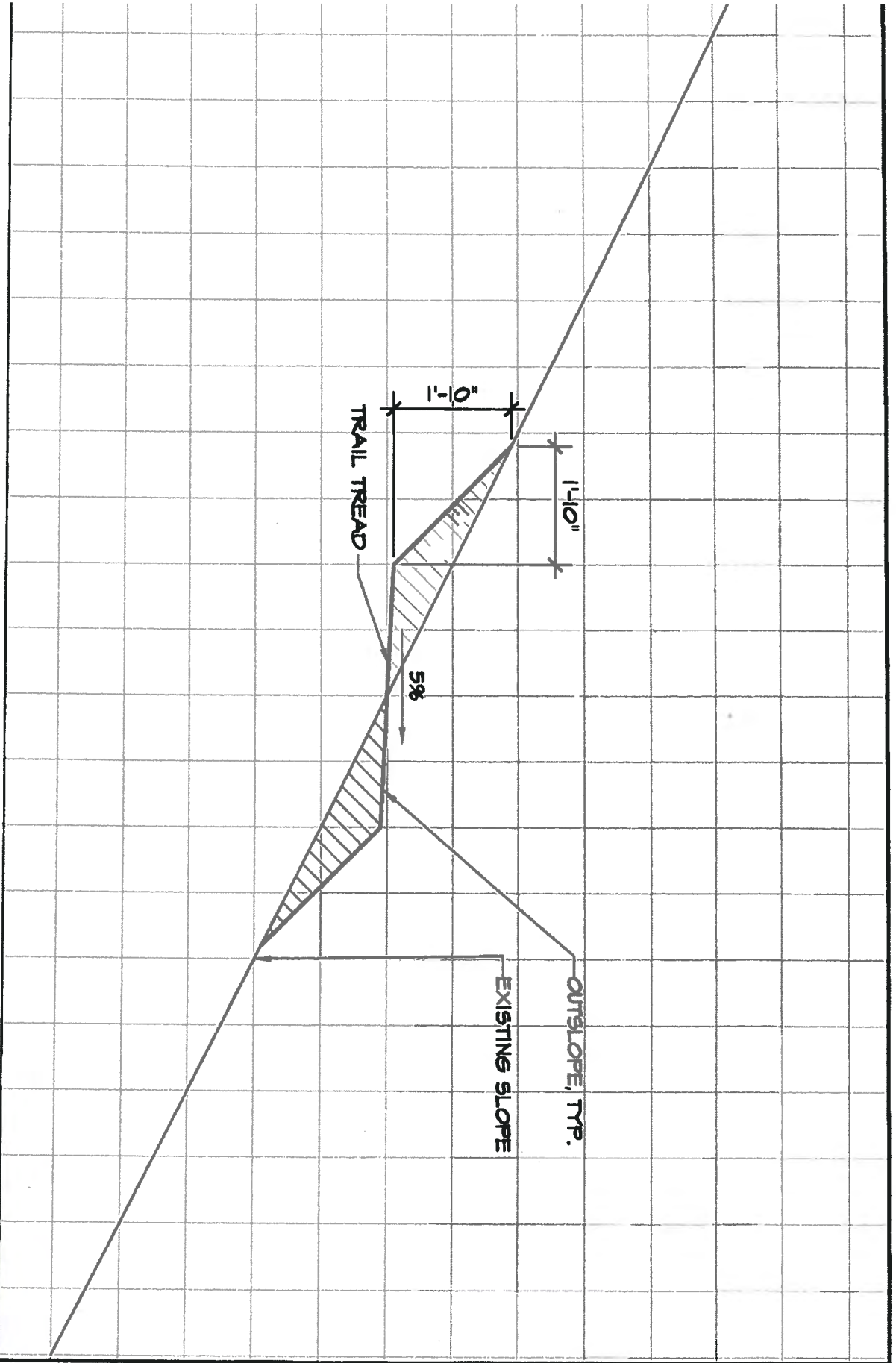


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**MOORE CREEK**  
C-3 TRAIL SECTION ON 3:1 SLOPE  
USING BALANCE CUT

SCALE: 1/2" = 1'-0"  
05/12/2010

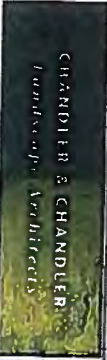
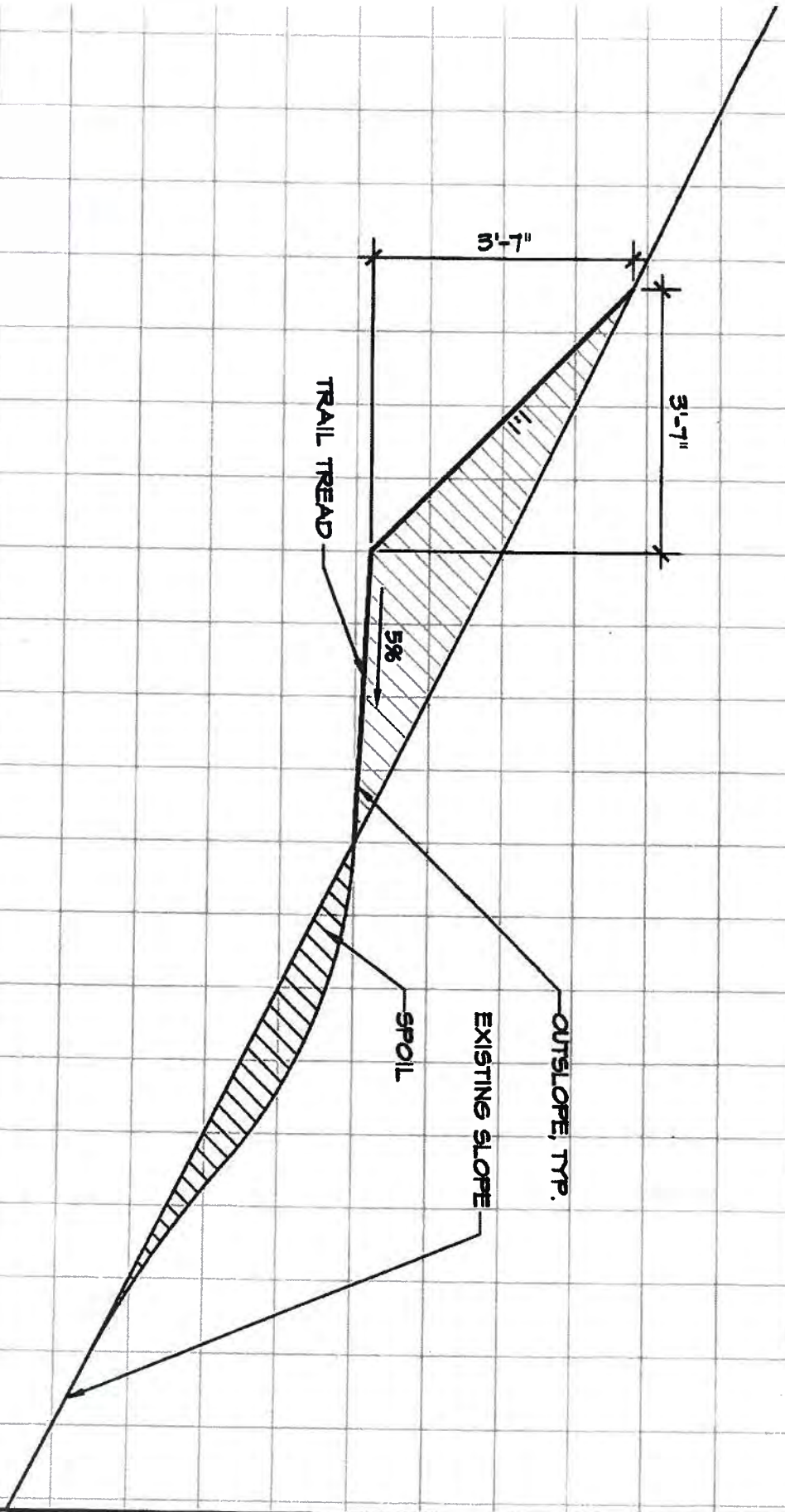


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LANDSCAPE ARCHITECTS  
CHANDLER & CHANDLER  
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NAPA, CA 94554  
(707) 253 8266

# MOORE CREEK

C-4 TRAIL SECTION ON 2:1 SLOPE  
USING BALANCE CUT

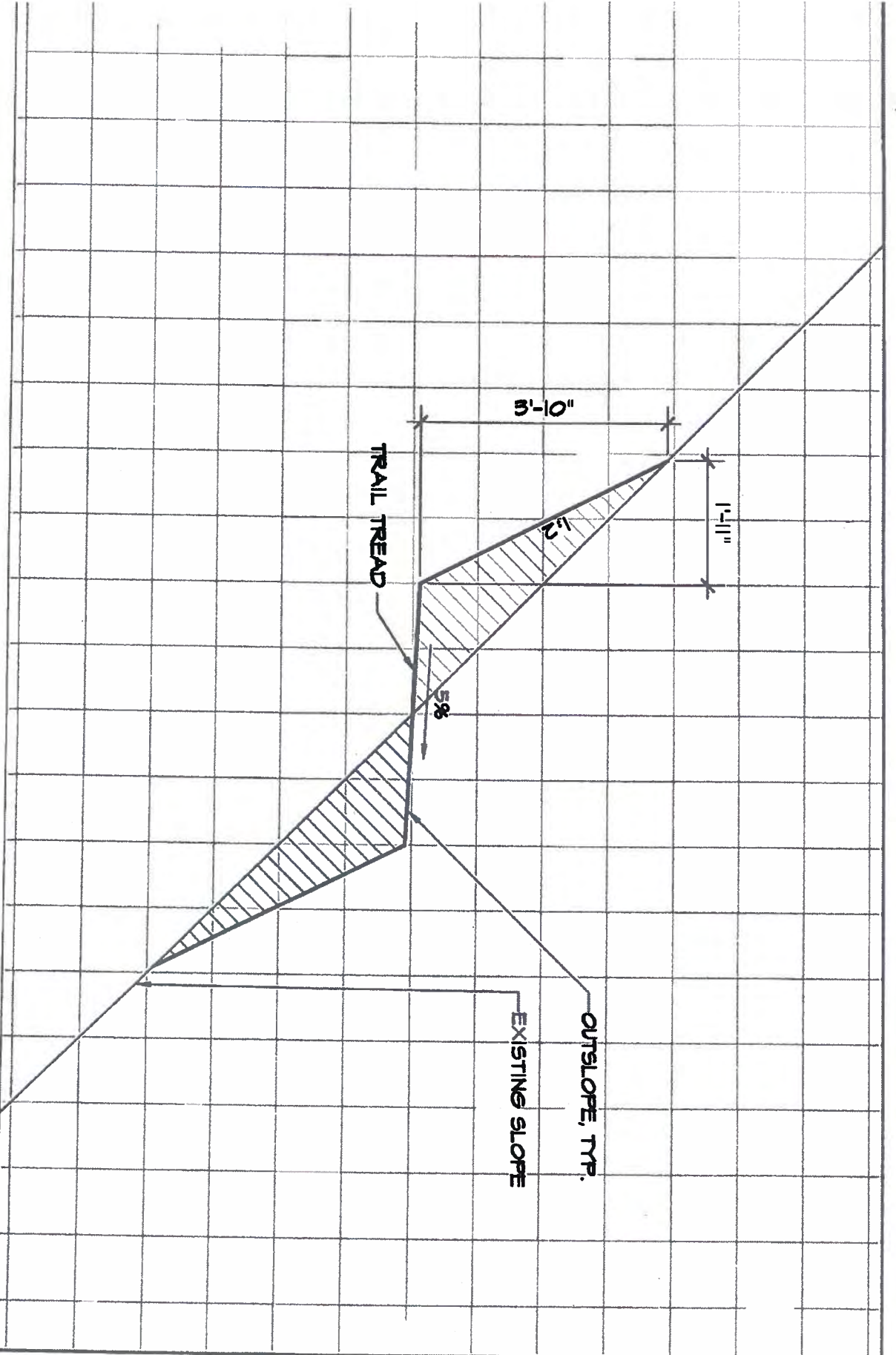
SCALE: 1/2" = 1'-0"  
05/12/2010



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NAPA, CA 94554  
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# MOORE CREEK C-5 TRAIL SECTION ON 1:1 SLOPE USING BALANCE CUT

SCALE: 1/2" = 1'-0"  
05/12/2010



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A Tradition of Stewardship  
A Commitment to Service

**Conservation Development and Planning**

1195 Third Street, Suite 210  
Napa, CA 94559  
www.co.napa.ca.us

Main: (707) 253-4417  
Fax: (707) 253-4336

**Hillary Gitelman**  
Director

March 3, 2011

John Woodbury, General Manager  
Napa County Regional Park and Open Space District  
1195 Third Street, Suite 210  
Napa, Calif. 94559

**Re: Use Permit Application № P10-00155**

**Moore Creek Park**

**2607 and 2613 Chiles Pope Valley Road, St. Helena, Calif., APNs. 025-440-010, 025-200-034, 025-060-025, and 025-060-023**

Dear John,

Please be advised that **Use Permit Application № P10-00155** was **APPROVED** by the Napa County Conservation, Development, and Planning Commission (hereinafter "Commission") on March 2, 2011, subject to the attached final conditions of approval, Napa County departmental comments, and all applicable Napa County regulations. In approving the above application, the Commission reaffirmed the mitigated negative declaration adopted by and on file with the Napa County Regional Park and Open Space District.

This permit becomes effective immediately unless an appeal is filed with the Napa County Board of Supervisors consistent with Chapter 2.88 of the Napa County Code, including payment of applicable fees. You have the right to appeal the conditions of approval and you will be notified should an appeal be filed by another. You are hereby further notified that the ninety day period, established by California Government Code §66020(d)(1), in which to protest the imposition of any fees, dedications, reservations, or other exactions which may have been adopted as conditions of approval has commenced.

**Pursuant to Napa County Code §18.124.080, the approved use permit must be activated within two years of the approval date, or it will automatically expire and become void.** This letter serves as the only notice you will receive regarding the expiration of your permit.

If you have any questions about this letter please feel free to contact me at 707.253.4847 or via email at [chris.cahill@countyofnapa.org](mailto:chris.cahill@countyofnapa.org).

Best regards,

Christopher M. Cahill  
Planner

**Attached:** adopted conditions of approval and Departmental requirements  
**Copied:** L. Anderson (Counsel), J. Tuteur (Assessor), J. Jordan (CDPD), FILE

**Exhibit B**

**CONDITIONS OF APPROVAL**

**Moore Creek Park  
Use Permit Application № P10-00155  
2607 and 2613 Chiles Pope Valley Road, St. Helena, CA, 94574  
Assessor's Parcel Nos. 025-440-010, 025-200-034, 025-060-025, and 025-060-023**

1. **SCOPE:** This approval shall be limited to a use permit to allow:

The Napa County Regional Park and Open Space District-owned Moore Creek parcels to be improved and used as a parks and rural recreation facility, including trails for hiking, horseback riding, and mountain bicycling, staging area accommodating up to 26 vehicles, and limited environmental camping; all as further described in, limited by, and mitigated by the adopted project Mitigated Negative Declaration.

The park shall be designed in substantial conformance with the submitted site plans, elevations drawings, and other submittal materials and shall comply with all requirements of the Napa County Code. To the extent that this approval and/or these conditions may conflict with the project description incorporated into the project Mitigated Negative Declaration, with submitted plans, or with other submitted materials, this approval and these conditions shall supersede and control.

It is the responsibility of the applicant to communicate the requirements of these conditions and mitigations (if any) to all designers, contractors, employees, to ensure compliance is achieved. Any expansion or changes in use shall be by the approved Use Permit modification process in accordance with Section 18.124.130 of the Napa County Code.

2. **ENVIRONMENTAL PERFORMANCE MEASURES:** The project shall comply with each of the following performance measures:

- **Noise.** No noise shall be produced which exceeds the standards set forth in the general plan noise element and Chapter 8.16 of the Napa County Code for adjacent residential uses.
- **Odors.** No obnoxious off-site odors shall be produced.
- **Dust.** Best management practices for dust control shall be utilized and no dust may travel off-site.
- **Nighttime Lighting.** Any exterior lighting shall be shielded and directed downward, shall be located as low to the ground as practicable, shall be the minimum necessary for security, safety, and/or operations, and shall be in keeping with the natural open space character of the site. Where visible, structures shall utilize non-reflective materials to the greatest extent practicable.
- **Aesthetics.** Landscaping and/or fencing shall be required as necessary to reduce adverse visual impacts to the public.
- **Fire.** The use shall result in minimal added fire hazard. The use shall meet all requirements of the applicable fire protection agency for fire prevention and suppression.



## Exhibit B

### CONDITIONS OF APPROVAL

**Moore Creek Park**  
**Use Permit Application № P10-00155**  
**2607 and 2613 Chiles Pope Valley Road, St. Helena, CA, 94574**  
**Assessor's Parcel Nos. 025-440-010, 025-200-034, 025-060-025, and 025-060-023**

- **Pests, Including Weeds and Vectors.** The use shall result in minimal added pest hazards. If necessary, appropriate suppression methods shall be provided.
  - **Safety.** Facilities shall be designed and the use shall be conducted in a manner that minimizes safety hazards to users, adjacent residents, and adjacent livestock.
  - **Erosion.** Facilities shall be designed to produce a minimum of soil erosion, and managed and maintained so as to promptly restore any damage from erosion.
- 3. ADDITIONAL ENVIRONMENTAL PERFORMANCE MEASURES (CAMPGROUNDS):** The project shall comply with each of the following performance measures:
- **Site Density.** The number and density of sites shall maintain the rural character and the environment of both the site and surrounding areas.
  - **Occupancy.** Except for authorized caretakers, employees, agents and/or volunteers, the maximum continuous length of occupancy by the same person or vehicle within the campground shall be fourteen days.
  - **Recreational Vehicles.** Where recreation vehicles or recreation vehicle facilities are proposed, the size of the allowed recreation vehicles shall be consistent with the rustic natural character of the site.
- 4. SIGNS:**  
Prior to installation of any park identification or directional signs, detailed plans, including elevations, materials, color, and lighting, shall be submitted to the Planning Department for administrative review and approval. All signs shall meet the design standards as set forth in Chapter 18.116 of the County Code.
- 5. GATES/ENTRY STRUCTURES:**  
Any gate installed at the park entrance shall be reviewed by the Conservation, Development, and Planning Department, the Department of Public Works, and the Napa County Fire Department to assure that it is designed to allow large vehicles, such as motor homes, to turn around if the gate is closed without backing into the public roadway, and that fire suppression access is available at all times. If the gate is part of an entry structure, an additional permit shall be required according to the County Code. A separate entry structure permit is not required if the entry structure is consistent with entry structure plans submitted, reviewed and approved as part of this use permit approval.

**Exhibit B**

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**Moore Creek Park  
Use Permit Application № P10-00155  
2607 and 2613 Chiles Pope Valley Road, St. Helena, CA, 94574  
Assessor's Parcel Nos. 025-440-010, 025-200-034, 025-060-025, and 025-060-023**

**6. COMPLIANCE WITH OTHER DEPARTMENTS AND AGENCIES:**

The permittee shall comply with all applicable building codes, zoning standards, and requirements of County Departments and Agencies, including but not necessarily limited to:

- Department of Environmental Management in their memo of February 17, 2011;
- Department of Public Works as stated in their memo of February 10, 2011;
- County Fire Department as stated in their memo of June 23, 2010; and
- Building Division as stated in their memo of February 10, 2011.

The determination as to whether or not the permittee has substantially complied with the requirements of other County Departments and Agencies shall be determined by those Departments or Agencies. The inability to substantially comply with the requirements of other County Departments and Agencies may result in the need to modify the approved use permit.

**7. GRADING AND SPOILS:**

All grading and spoils generated by construction of the project facilities shall be disposed of per Public Works direction. All spoils piles shall be removed prior to occupancy.

**8. WELLS:**

The permittee may be required (at the permittee's expense) to provide well monitoring data if the Director of Environmental Management determines that water usage at the park is affecting, or would potentially affect, groundwater supplies or nearby wells. Data requested could include, but would not necessarily be limited to, water extraction volumes and static well levels. If the applicant is unable to secure monitoring access to neighboring wells, onsite monitoring wells may need to be established to gauge potential impacts on the groundwater resource utilized for the project proposed. Water usage shall be minimized by use of best available control technology and best water management conservation practices.

In the event that changed circumstances or significant new information provide substantial evidence that the groundwater system referenced in the use permit would significantly affect the groundwater basin, the Director of Environmental Management shall be authorized to recommend additional reasonable conditions on the permittee, or revocation of this permit, as necessary to meet the requirements of the Napa County Groundwater Ordinance and protect public health, safety, and welfare. That recommendation shall not become final unless and until the Director has provided notice and the opportunity for hearing in compliance with the County Code §13.15.070 (G-K).

**Exhibit B**

**CONDITIONS OF APPROVAL**

**Moore Creek Park  
Use Permit Application № P10-00155  
2607 and 2613 Chiles Pope Valley Road, St. Helena, CA, 94574  
Assessor's Parcel Nos. 025-440-010, 025-200-034, 025-060-025, and 025-060-023**

**9. DUST CONTROL:**

Water and/or dust palliatives shall be applied in sufficient quantities during grading and other ground disturbing activities on-site to minimize the amount of dust produced. Outdoor construction activities shall not occur during windy periods.

**10. ARCHEOLOGICAL FINDING:**

In the event that archeological artifacts or human remains are discovered during construction, work shall cease in a 50-foot radius surrounding the area of discovery. The permittee shall contact the Conservation, Development, and Planning Department for further guidance, which will likely include the requirement for the permittee to hire a qualified professional to analyze the artifacts encountered and to determine if additional measures are required.

If human remains are encountered during the development, all work in the vicinity must be, by law, halted, and the Napa County Coroner informed, so that he can determine if an investigation of the cause of death is required, and if the remains are of Native American origin. If the remains are of Native American origin, the nearest tribal relatives as determined by the State Native American Heritage Commission would be contacted to obtain recommendations for treating or removal of such remains, including grave goods, with appropriate dignity, as required under Public Resources Code Section 5097.98.

**11. TRAFFIC:**

All road improvements on private property shall be maintained in good working condition subject to the review and approval of the Department of Public Works.

**12. STORM WATER CONTROL:**

For any construction activity that results in disturbance to more than one acre of total land area, the permittee shall file a Notice of Intent with the California Regional Water Quality Control Board (SRWQCB) prior to any grading or construction activity. All hazardous materials stored and used on-site that could cause water pollution (e.g. motor oil, cleaning chemicals, paints, etc.) shall be stored and used in a manner that will not cause pollution, with secondary containment provided. Such storage areas shall be regularly cleaned to remove litter and debris. Any spills shall be promptly cleaned up and appropriate authorities notified. Parking lots shall be designed to drain through grassy swales, buffer strips, or sand filters prior to any discharge from the impervious surface into a watercourse. If any discharge of concentrated surface waters is proposed in the any "Waters of the State," the permittee shall consult with and secure any necessary permits from the State Regional Water Quality Control Board. All trash enclosures must be covered and protected from rain, roof, and surface drainage.

**13. MITIGATION MEASURES:**

The permittee shall comply with all mitigation measures identified in the adopted Initial Study/Mitigated Negative Declaration and Project Revision Statement/Mitigation Monitoring and Reporting Program prepared for the project.

**Exhibit B**

**CONDITIONS OF APPROVAL**

**Moore Creek Park  
Use Permit Application № P10-00155  
2607 and 2613 Chiles Pope Valley Road, St. Helena, CA, 94574  
Assessor's Parcel Nos. 025-440-010, 025-200-034, 025-060-025, and 025-060-023**

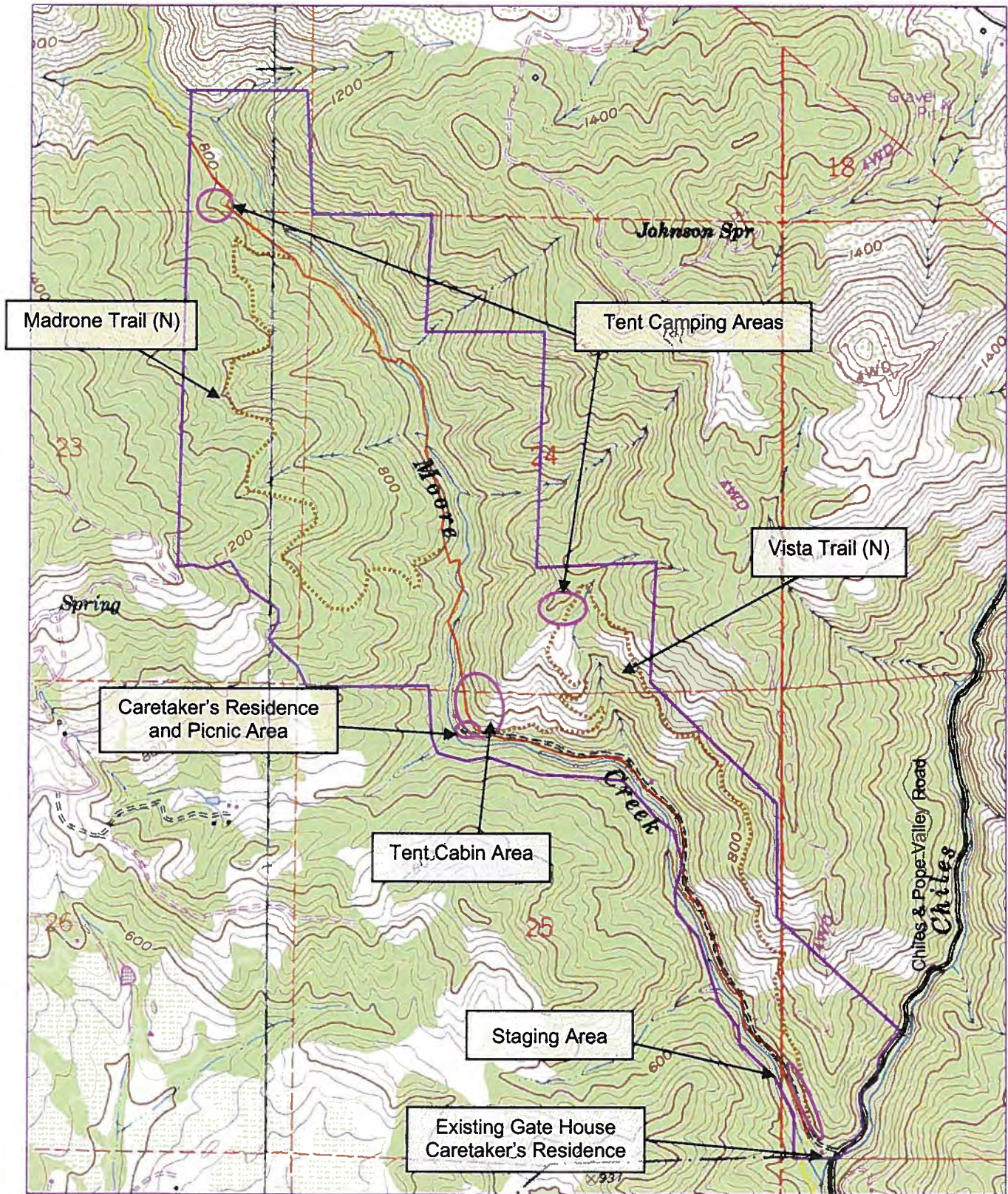
**14. INDEMNIFICATION:**

An indemnification agreement was signed and submitted with initial application materials.

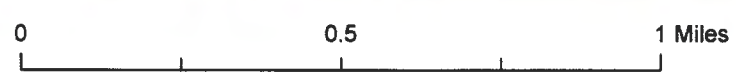
**15. STREAM SETBACKS:**

No new construction or earthmoving activity is hereby approved within established stream setbacks. The NCRPOSD is subject to the requirements of the County's Conservation Regulations to the extent it undertakes earth disturbing activities within the area covered by this use permit.

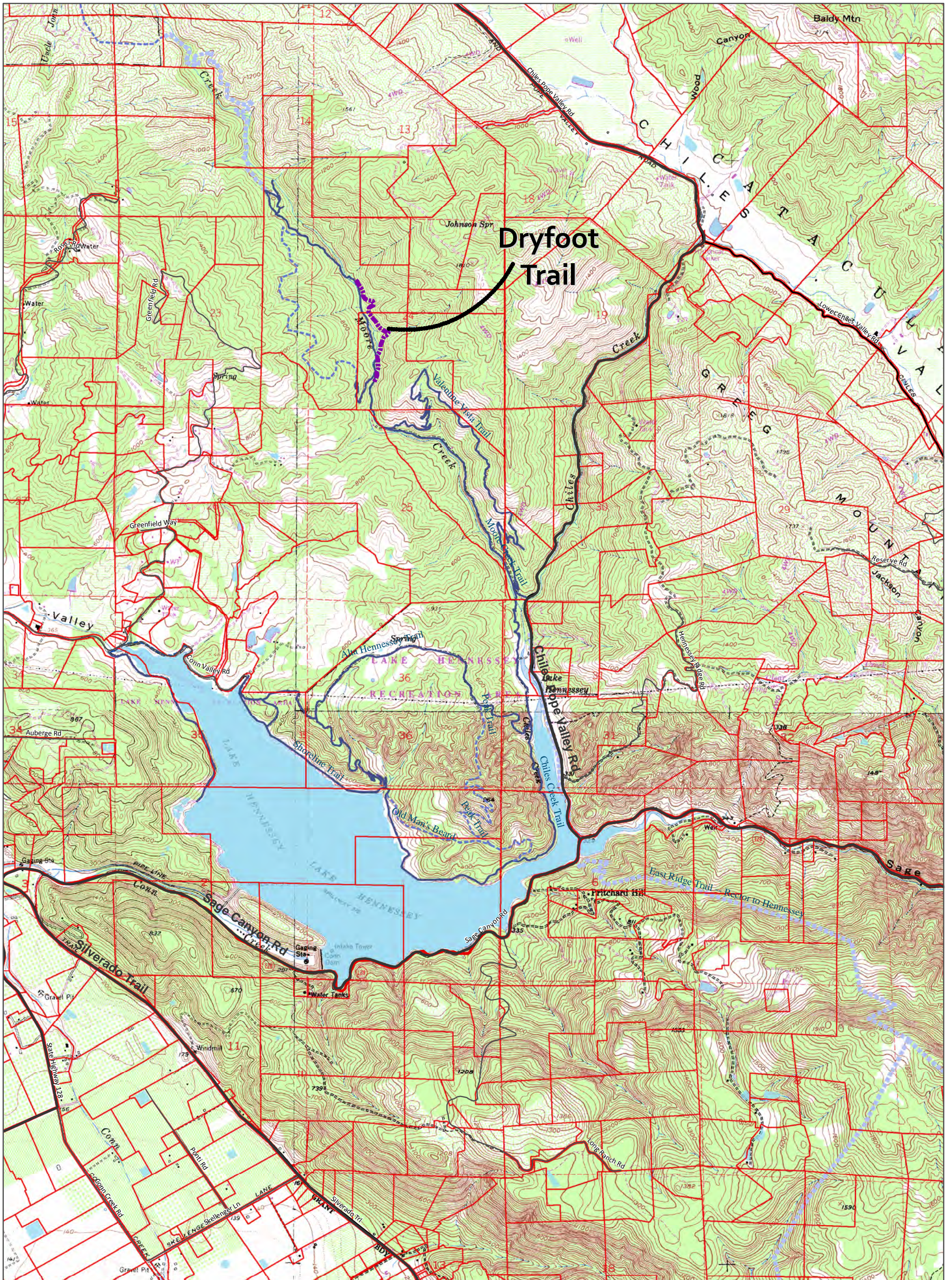
# Moore Creek Park Site Plan



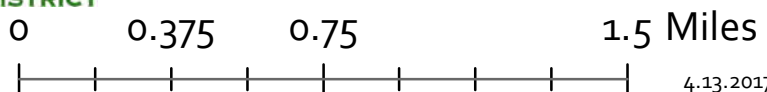
- Property Line
- Canyon Trail (E)
- Vista & Madrone Trails (N)



# Napa Open Space District



## Location Moore Creek Unit



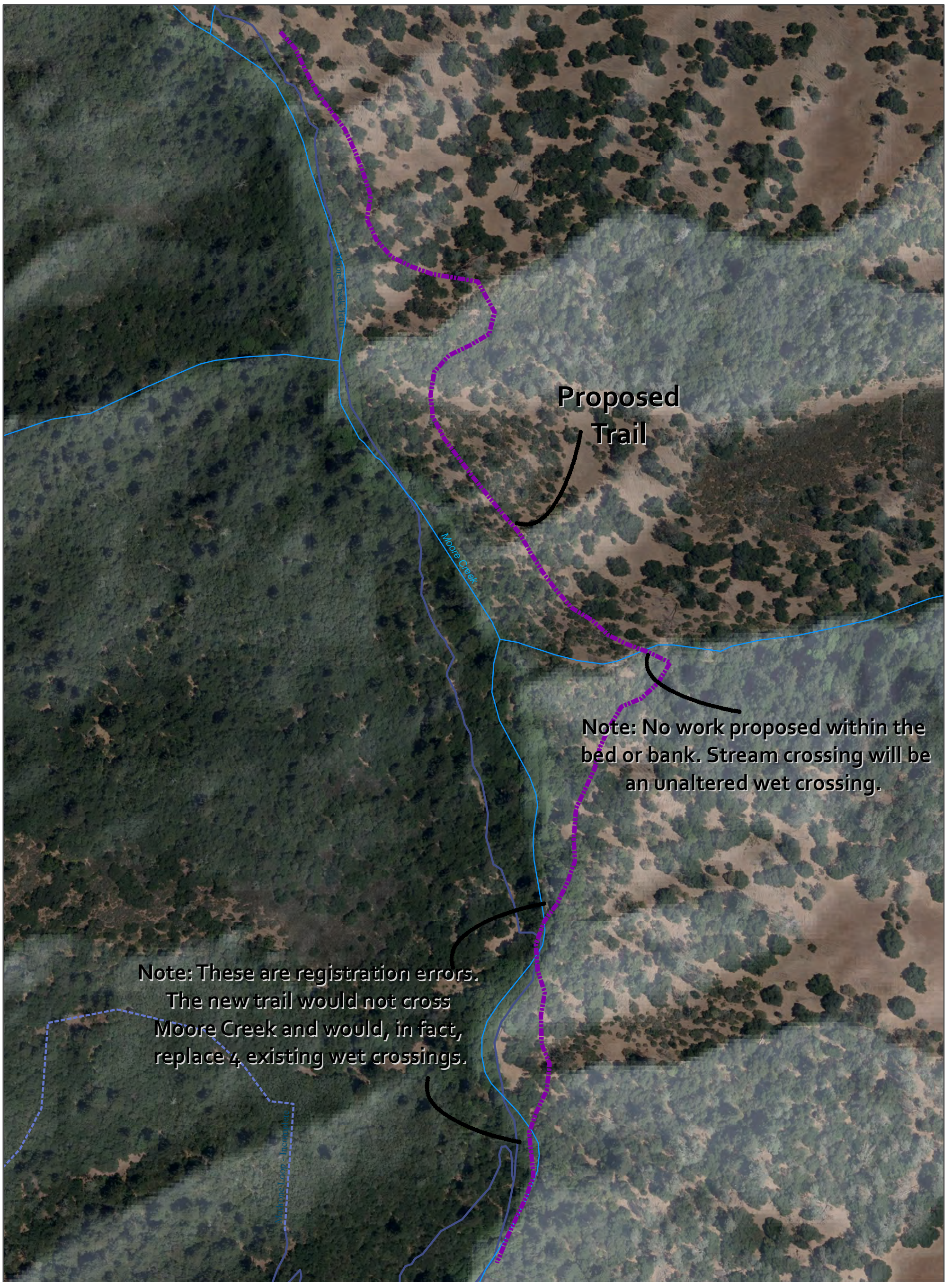
4.13.2017

### Legend

- Proposed Trail Construction
- Major Roads



# Napa Open Space District



## Dryfoot Trail Moore Creek Unit

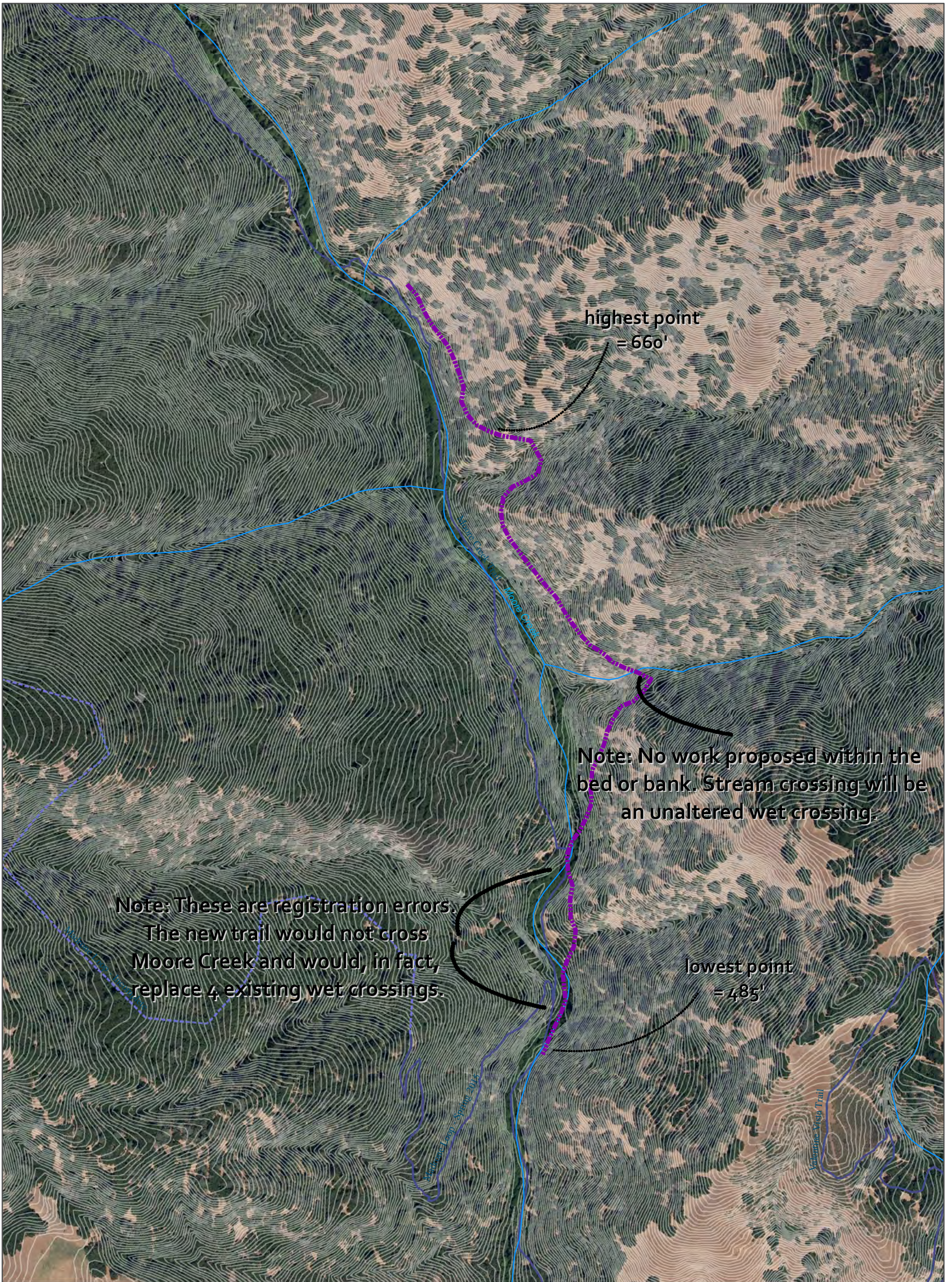
0 0.03 0.06 0.12 Miles

4.13.2017

- Trails Status
- Major
  - Corridor
  - Existing
  - ExistingNA
  - Proposed



# Napa Open Space District



## Contours Moore Creek Unit

0 0.05 0.1 0.2 Miles

4.13.2017

### Legend

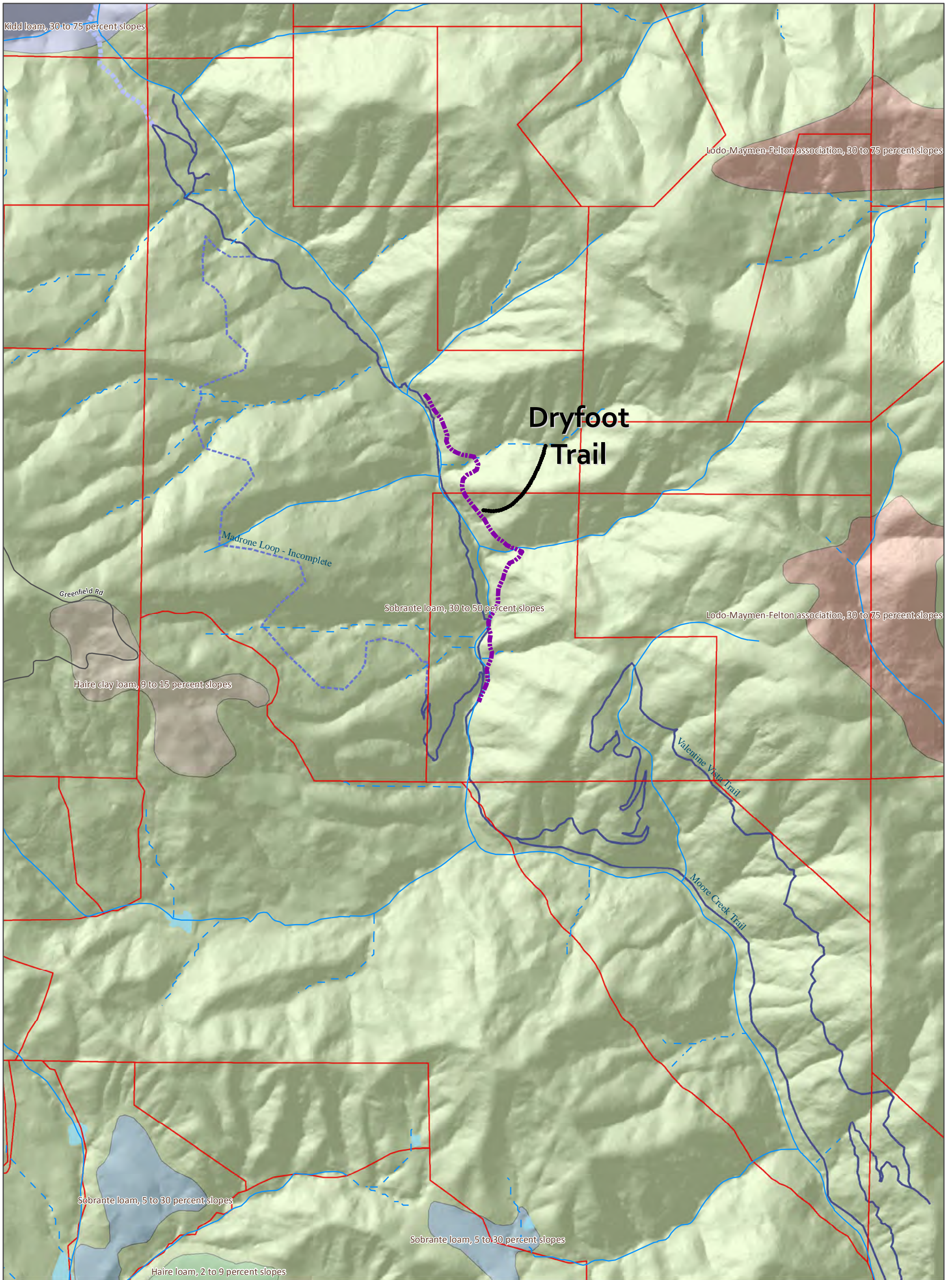
- Proposed Trail Construction
- Streams
- Major Roads

- Trails Status**
- Corridor
  - Existing
  - ExistingNA
  - - - Proposed

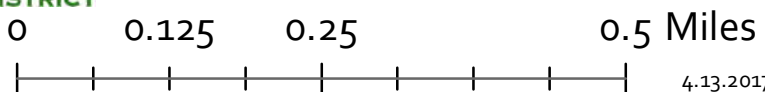




# Napa Open Space District



## Soils Moore Creek Unit



4.13.2017

### Legend (Note: property lines are approximate.)

- Streams
- Major Roads

