

Napa County

City of American Canyon
City Council Meeting Chambers
4381 Broadway Street, Ste 201 - American Canyon, CA 94503



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

Agenda - Final

Monday, September 15, 2025

4:00 PM

Napa-Vallejo Waste Management Authority

Mary Luros, Chair
Andrea Sorce, Vice Chair
Belia Ramos, Member
Pierre Washington, Member
Bernie Narvaez, Alternate Member
Peter Bregenzer, Alternate Member
Liz Alessio, Alternate Member
David Oro, Alternate Member

Chris Celsi, Executive Director
Tracy Schulze, Auditor
Marie Nicholas, Secretary/Clerk
Thomas C. Zeleny, Legal Counsel
Robert Minahen, Treasurer

Members of the public are encouraged to participate in the meeting by submitting written comments electronically to the Executive Director at NVWMA@countyofnapa.org. This email will be monitored during the meeting. Public comments will be accepted until the Chair closes public comment for each item during the meeting. All comments will be distributed to the Board members and included in the records.

**Submit Public Comments Via Email @:
NVWMA@countyofnapa.org**

GENERAL INFORMATION

The Napa-Vallejo Waste Management Authority meets the 2nd Thursday of each month at 10:00 A.M. at 4381 Broadway Street, Suite 201, American Canyon, California 94503. The meeting room is wheelchair accessible. Requests for disability related modifications or accommodations, aids or services may be made no less than 72 hours prior to the meeting date by contacting 707 253-4471.

The Agenda is divided into two sections:

CONSENT ITEMS

These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any item on the CONSENT CALENDAR will be discussed separately at the request of any person. CONSENT CALENDAR items are usually approved with a single motion.

ADMINISTRATIVE ITEMS

These items include significant policy and administrative actions, and are classified by program areas. Immediately after approval of the CONSENT CALENDAR, ADMINISTRATIVE ITEMS will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Napa-Vallejo Waste Management Authority which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of, but prior to the meeting, will be available for public inspection, at the time of such distribution, in the office of Auditor Controller, 1195 Third Street, Suite B-10, Napa CA 94559, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or Napa Vallejo Waste Management staff, and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

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

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT

In this time period, anyone who wishes to speak to the Authority Board of Directors regarding any subject over which the Board has jurisdiction, that is not on the agenda, or to request consideration to place an item on a future Board agenda, may do so at this time. Individuals will be limited to a three minute presentation. The Board of Directors will take no action as a result of any item presented at this time.

5. PRESENTATIONS AND COMMENDATIONS
6. APPROVAL OF MINUTES

- A. Approval of Board Minutes for the July 21, 2025 Regular Meeting. [25-1370](#)
Attachments: [7-21-25 Minutes.pdf](#)

7. CONSENT ITEMS

- A. Executive Director requests acceptance of Napa-Vallejo Waste Management Authority - Internal Audit Report for the quarter ended June 30, 2025. (Fiscal Impact: None; Discretionary) [25-1389](#)
Attachments: [NVWMA Report 6.30.25](#)
- B. Ratify and authorize the Chair to sign Agreement No. 2025-06 with Benchmark Civil Construction, Inc. for American Canyon Emergency Culvert Repair in the amount of \$69,730.00. [4/5 vote required] [25-1465](#)
Attachments: [Benchmark Contract 2025-06](#)
- C. The Executive Director is requesting approval and authorization for the Chair to sign the first Amendment for Agreement 2024-03 with R3 Consulting Group, Inc., in the amount of \$30,000 to complete negotiations with the contract extension with the Devlin Road Transfer Station Facility. [25-1628](#)
Attachments: [2nd Amendment](#)
- D. Approve and authorize the Agreement with Jones Hall to serve as bond counsel for the loan to construct the new Construction & Demolition Building, for a fixed fee of \$50,000. [25-1632](#)
Attachments: [Agreement 2026-05](#)

- E. Approve and authorize the First Amendment to Agreement No. 2025-05 with KNN Public Finance LLC, to serve as the municipal advisor for the loan for the new Construction & Demolition Building, for a fixed fee of \$95,000. [25-1638](#)

Attachments: [KNN Scope of Services](#)
[First Amendment](#)

- F. Approve the Resolution adopting the Debt Management Policy for the Napa-Vallejo Waste Management Authority. [25-1639](#)

Attachments: [Resolution](#)
[Exhibit A - Debt Management Policy](#)

- G. Approval and Authorization for the Executive Director to sign a Budget Amendment to increase appropriations in Maintenance Infrastructure/Land in the amount of \$1,481,500, offset by available fund balance, to record increase in the annual postclosure maintenance costs as of June 30, 2025. [25-1673](#)

8. ADMINISTRATIVE ITEMS

- A. Conduct a public hearing and adopt a resolution increasing tipping fees at the Devlin Road Transfer Station. [25-1631](#)

Attachments: [Resolution](#)
[Tip Fee Comparison](#)

- B. Approve and adopt a resolution authorizing execution and delivery of a loan agreement to provide funds necessary to construct the new construction and demolition building. [weighted vote] [25-1558](#)

Attachments: [Board Resolution](#)
[Loan Agreement](#)
[Summary of Lender Responses](#)

- C. Executive Director requests the following actions related to Construction & Demolition Facility Project No. 17810: [25-1413](#)

1. Approve the Plans and Specifications for Construction & Demolition Facility Project;
2. Award Construction Contract No. 2026-03 for Construction & Demolition Facility Project to the lowest bidder, Modern Building Inc. in the amount of \$30,212,690.97.
3. Authorize the Chair to sign Construction Contract 2026-03 with Modern Building Inc.;
4. Authorize the Executive Director to issue change orders to the contract in accordance with Public Contract Code section 20142, in an amount not to exceed \$210,000 per change order; and
5. Authorize the Executive Director to file a Notice of Completion with the County Recorder upon successful completion of the project.

- D. Approval and authorization for the Chair to sign the Third Amendment to Agreement 2023-02 with Sonoma RSA, Inc. dba RSA+, for continued architectural and engineering support during construction of the C&D Building at the Devlin Road Transfer Station, Project #17810, increasing the maximum contract amount by \$1,389,000. [25-1020](#)

Attachments: [Additional Scope of Services Third Amendment 2023-02](#)

- E. REQUESTED ACTION: Approval and authorization for the Chair to sign Agreement 2026-02 with MCK Americas Inc. (MCK) with a not to exceed amount of \$1,166,495.19 for construction management and inspection services during construction of the Devlin Road Transfer Station C&D Building, Project #17810. [25-888](#)

Attachments: [MCK's Proposal MCK Americas Inc. 2026-02](#)

- F. Executive Director to report on Authority related activities. [25-1371](#)

9. FACILITIES BUSINESS ITEMS

10. OTHER BUSINESS ITEMS

- A. Discussion of any items Board members wish to have addressed at a future meeting date. [25-1372](#)
- B. Reports of current information relevant to the Authority by the member jurisdictions: [25-1380](#)

11. CLOSED SESSION

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)) [25-1571](#)
Title: Executive Director

12. ADJOURNMENT

The next regularly scheduled meeting of the Authority Board of Directors will be held November 17, 2025.



Napa County
Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1370

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of Board Minutes for the July 21, 2025 Regular Meeting.

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Please refer to the attached July 21, 2025 Minutes.

8. ADMINISTRATIVE ITEMS

- A. Executive Director to report on Authority related activities.
- B. Authorize the Executive Director to exercise a one-year extension to the Agreement with Northern Recycling Waste Management Services (NROWS) for operation of the Devlin Road Transfer Station.
- C. Approve and authorize the Executive Director to sign a settlement form and pay \$20,000 to resolve 2 notices of violation issued by the Bay Area Air Quality Management District.

Item 8A, 8B & 8C: Approved as submitted BR-PW

9. FACILITIES BUSINESS ITEMS – NONE

10. OTHER BUSINESS ITEMS - NONE

- A. **FUTURE AGENDA ITEMS** – Discussion of any items Board members wish to have addressed at a future meeting date.

B. REPORTS FROM JURISDICTIONS

DISCUSSION ITEM: Reports of current information relevant to the Authority by the member jurisdictions:

- i. Vallejo: - No Report
- ii. Napa City: - Kevin Miller reported for the City
- iii. Napa County: - No Report
- iv. American Canyon: - No Report

Item 10B Reports only – No Taken Action

11. CLOSED SESSION - NONE

12. ADJOURNMENT

The Meeting adjourned at 4:18 P.M. The next meeting of the Authority Board of Directors will be a Regular Meeting to be held on September 15, 2025.

ATTEST: Marie Nicholas
Marie Nicholas, NVWMA Secretary

KEY

Vote: PW=Pierre Washington, ML=Mary Luros, BR=Belia Ramos, AS=Andrea Sorce
LA=Liz Allesio, BN=Bernie Narvaez

The maker of the motion and second are reflected respectively in the order of the recorded vote.
Notations next to vote: N = No; X = Excused; A = Abstain; B = Absent



Napa County

Board Agenda Letter

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Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1389

TO: Honorable Board of Directors
FROM: Christopher Celsi, Executive Director
REPORT BY: Tracy Schulze, Auditor-Controller
SUBJECT: Napa-Vallejo Waste Management Authority - Internal Audit Report for the Quarter Ended June 30, 2025

RECOMMENDATION

Executive Director requests acceptance of Napa-Vallejo Waste Management Authority - Internal Audit Report for the quarter ended June 30, 2025. (Fiscal Impact: None; Discretionary)

EXECUTIVE SUMMARY

Staff recommends acceptance of the Quarterly Monitoring Internal Audit Report for Napa-Vallejo Waste Management Authority for the quarter ended June 30, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Authority has engaged Napa County Auditor-Controller’s Office to perform a quarterly monitoring over internal controls during the fiscal year 2024-25. The engagement was conducted in conformance with the Global Internal Audit Standards (Standards) established by the Institute of Internal Auditors. These Standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our

objectives, and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

The primary objectives of this engagement were to:

1. Determine if internal controls over fees, collections, manual (hand tags) tickets, void and replacement tickets were adequately designed and implemented.
2. Report Treasurer-Tax Collector's collection measures for any accounts receivable over 90 days past due if the balance due exceeds \$250.
3. Report cash overage / (shortage) from cash/check and credit card transactions.

Based on our review, internal controls over revenue and accounts receivable appear to be adequately designed and implemented as of June 30, 2025

The Treasurer-Tax Collector's collection measures and efforts appear reasonable. There are currently no Accounts Receivable exceeding 90 days with a balance of more than \$250.

A reconciliation of all cash and credit card transactions between Northern's cash reports and Treasury's journal entries found a net cash overage of \$116 for the quarter. (Exhibit A)

Please see the attached report for additional details.

Action Requested: Accept and file the quarterly report for the Napa-Vallejo Waste Management Authority for the quarter ended June 30, 2025.

Napa County

Auditor-Controller

Internal Audit Report

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
Internal Controls Review

For the Quarter Ended June 30, 2025

Report Date: July 21, 2025



A Tradition of Stewardship
A Commitment to Service

Tracy A. Schulze, CPA
Auditor-Controller

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Engagement Team

Christine Hernandez – Deputy Auditor-Controller

Susan MacDonald - Staff Auditor



A Tradition of Stewardship
A Commitment to Service

Auditor-Controller
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Tracy A. Schulze
Auditor-Controller

July 21, 2025

Board of Directors
Napa-Vallejo Waste Management Authority

Executive Summary

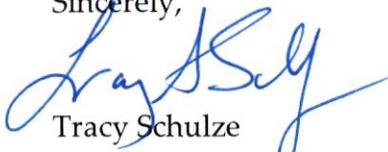
The internal audit section of the Napa County Auditor-Controller's Office has completed a quarterly monitoring for Napa-Vallejo Waste Management Authority (Authority) for the quarter ended June 30, 2025.

Internal Audit conducted the review in accordance with the Global Internal Audit Standards (Standards) established by the Institute of Internal Auditors. These Standards require Internal Audit to identify, analyze, evaluate, and document sufficient information and evidence to meet the engagement objectives. They also require that the internal audit function maintain independence and objectivity, and that all engagements be performed with proficiency and due professional care.

Based on our review, internal controls over revenue and accounts receivable appear to be adequately designed and implemented as of June 30, 2025. A net cash overage of \$116 was identified (see **Exhibit A**). As of the date of this review, there are no customer accounts on the Treasurer-Tax Collector's Central Collections aging report with balances exceeding \$250 that are 90 days or more past due.

This report is a matter of public record and is intended for the information and use of the Authority's Board of Directors, the Executive Director, management at Northern Recycling Operations and Waste Services LLC (Northern), a California limited liability company, and the Treasurer-Tax Collector. I would like to thank the Internal Audit team, Northern's staff, and the Authority's management for their professionalism and expertise throughout the course of this engagement.

Sincerely,


Tracy Schulze
Auditor-Controller

Napa-Vallejo Waste Management Authority

Quarterly Monitoring

For the Quarter Ended June 30, 2025

Background and Authority

The Authority, a joint powers agency established under California Government Code Section 6500 et seq., entered into an agreement with Northern on March 1, 2007. This agreement was subsequently amended on March 19, 2010.

The Authority is composed of the County of Napa and the Cities of Napa, American Canyon, and Vallejo. It was formed to provide coordinated and cost-effective solid waste processing, transfer, and disposal services. Under the provisions of Public Resources Code Section 40059(a)(2), the Authority contracted with Northern to operate the Devlin Road Transfer Station (DRTS).

To support effective oversight, the Authority has engaged the Napa County Auditor-Controller's Office to conduct quarterly monitoring of internal controls throughout fiscal year 2024–25.

Objective and Scope

The primary objectives of this engagement were to:

- Evaluate whether internal controls over fees, collections, manual (hand tag) tickets, and voided or replacement tickets were adequately designed and effectively implemented.
- Report on the Treasurer-Tax Collector's collection efforts for any accounts receivable balances exceeding \$250 that are more than 90 days past due.
- Identify and report any cash overages or shortages resulting from cash, check, and credit card transactions.

The scope of the review included an examination of the Authority's and Northern's records for the quarter ended June 30, 2025.

Procedures

To achieve the engagement objectives, Internal Audit performed the following procedures:

1. Review of Northern's Scale Transaction Report

- Reconciled revenue from non-cash transactions per Northern's Scale

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter Ended June 30, 2025

Transaction Report to the Detail Receivables Report generated from Tyler Munis.

- Verified ticket rates (i.e., scale rates charged) against the Board-approved resolution.
- Assessed the completeness of the report by identifying any missing ticket numbers.
- Evaluated internal controls over voided, replacement, and manual (hand tag) tickets.

2. Accounts Receivable Aging Analysis

- Compiled the 90-Day Aging Report using data from the Treasurer-Tax Collector's Tyler Munis system.
- Reviewed and reported on the Treasurer-Tax Collector's collection efforts for any receivables over 90 days past due with balances exceeding \$250.

3. Cash Overage / (Shortage) Summary

- Compared Northern's Cash Receipt Reports (cash, checks, and credit cards) to the Authority's general ledger entries.
- Investigated short payments over \$25 to assess reasonableness.
- Reported the net cash overage or shortage for the quarter and cumulative fiscal year based on cash, check, and credit card transactions.

Conclusion

Based on our review, internal controls over revenue and accounts receivable appear to be adequately designed and implemented as of June 30, 2025. As of that date, there are no accounts on the Treasurer-Tax Collector's Accounts Receivable report with balances of \$250 or more that are over 90 days past due. This is due to the NVWMA Board's approval, on June 16, 2025, of a \$1,303 write-off for Trash Logic LLC. A reconciliation of all cash and credit card transactions between Northern's cash reports and the Treasury's journal entries resulted in a net cash overage of \$116 for the quarter, which includes (\$1,220) in bank adjustments.

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter Ended June 30, 2025

Exhibit A – Cash Overage / (Shortage) Summary

Description	For Quarter Ended September 30, 2024	For Quarter Ended December 31, 2024	For Quarter Ended March 31, 2025	For Quarter Ended June 30, 2025	Year-to-Date
Authority's General Ledger					
Cash	\$ 515,274	\$ 432,676	\$ 460,988	\$ 507,232	\$ 1,916,170
VISA/MC	2,116,486	1,805,621	1,905,370	2,219,923	8,047,400
Bank/TTC Adjustments	(2,005)	(2,269)	(2,944)	(1,220)	(8,438)
Total	\$ 2,629,755	\$ 2,236,028	\$ 2,363,414	\$ 2,725,935	\$ 9,955,132
Northern's Records					
Cash/Check per Northern's Cash Report	520,677	433,423	448,847	507,638	1,910,585
VISA/MC per Northern's Cash Report	2,109,798	1,802,618	1,914,524	2,218,181	8,045,121
Total	\$ 2,630,475	\$ 2,236,041	\$ 2,363,371	\$ 2,725,819	\$ 9,955,706
Net Cash Overage / (Shortage)	\$ (720)	\$ (13)	\$ 43	\$ 116	\$ (574)

NOTE: The year-to-date balance reported for the quarter ended March 31, 2025, was misstated due to a formula error and has been corrected in this report to accurately reflect activity from all four quarters.



Napa County

Board Agenda Letter

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Main: (707) 253-4580

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1465

TO: Napa-Vallejo Waste Management Authority Board of Directors

FROM: Chris Celsi, Executive Director

REPORT BY: Chris Celsi, Executive Director

SUBJECT: Agreement No. 2025-06 American Canyon Emergency Culvert Repair

RECOMMENDATION

Ratify and authorize the Chair to sign Agreement No. 2025-06 with Benchmark Civil Construction, Inc. for American Canyon Emergency Culvert Repair in the amount of \$69,730.00. [4/5 vote required]

EXECUTIVE SUMMARY

A culvert underneath the access road to the American Canyon Sanitary Landfill failed unexpectedly. The culvert allows tidal flows to pass underneath the road and flush the adjacent wetlands. The failed culvert risked compromising the access road above it, injury to the public, and causing tidal flows to flood the closed landfill. The Authority needed the immediate services of a licensed contractor to perform emergency repairs to the culvert.

The Authority received three quotes and hired Benchmark Civil Construction to perform the repairs. The work has been completed to the satisfaction of Authority staff. Because this contractor performed other work for the Authority last fiscal year, the cost of this work exceeds the Executive Director’s authority and Board approval is needed. This action will ratify the award of this contract to the contractor. A 4/5 vote is required pursuant to Public Contract Code section 22050.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Account 8100010
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Culvert failure risked access to the closed landfill, injury to the public, and potential flooding of the landfill due to blocked tidal flows.
Is the general fund affected?	Yes
Future fiscal impact:	No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301, as the repair or maintenance of existing facilities involving negligible or no expansion of existing use.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2025-06**

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa Authority, California, this 21st day of July, 2025, (“Effective Date”) by and between the Napa-Vallejo Waste Management Authority, a joint powers agency organized under the laws of the State of California, hereinafter referred to as “Authority,” and Benchmark Civil Construction, Inc. whose mailing address is 973 Enterprise Way, Napa, CA 94558, hereinafter referred to as “Contractor.”

RECITALS

- A. Authority needed the services of a licensed contractor in order to perform emergency repairs to a culvert underneath the access road to the American Canyon Sanitary Landfill.
- B. Contractor was selected to perform the work without competitive bidding because if the culvert failed it would block access to the landfill, and potentially cause the landfill to flood by obstructing the natural tidal flow past the landfill.
- C. Contractor is and was willing to perform the emergency work 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, Contractor commenced performance of the services required and is entitled to be compensated for the services rendered to date and any remaining work required and performed hereunder.
- D. For good and valuable consideration, the sufficiency of which is acknowledged, Authority 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 Authority (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.

1.3 Warranty. Contractor warrants to Authority 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 Authority 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 Authority unless otherwise agreed by the parties. If Contractor fails to commence such steps within the seven day or other agreed-upon period, Authority may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If Authority takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by Authority in performing the warranty work, including but not limited to the cost of Authority 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 Authority may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Termination for Convenience. Authority may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue 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. Authority 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. Authority may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely 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 Authority specifying the nature of the default, Authority may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of Authority enumerated in this paragraph are in addition to and independent of Authority's rights under any other provision of this Agreement and any right or remedy available to Authority at law or in equity.

2.3.1 Absence of Default. If after Authority gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of Authority under paragraph 2.2.

2.4 Executive Director's Authority. The Executive Director of the Authority or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. Authority shall pay Contractor for satisfactory performance of the scope of work, as follows:

3.1.1 Rates. Authority shall pay Contractor the fixed price of Sixty-Nine Thousand Seven Hundred and Thirty Dollars (\$69,730).

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Sixty-Nine Thousand Seven Hundred and Thirty Dollars (\$69,730).

3.2 Payment Process. Contractor may submit one invoice per calendar month in arrears for work performed, to the Executive Director of the Authority 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 Authority Auditor for payment no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification Number, and the Authority 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 Authority fiscal years, and that compensation under this Agreement is contingent on the Board of Directors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. Authority is not obligated to pay Contractor, nor is Contractor obligated to perform further work, if sufficient funds have not been appropriated and authorized by the Board of Directors.

ARTICLE IV – 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.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless Authority and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, 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 Authority 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 Authority 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 AUTHORITY PROVISIONS

6.1 Compliance with Authority 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 Authority 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 Authority 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 Authority or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

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

7.3 Taxes. Contractor shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Contractor shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Contractor shall indemnify and hold Authority harmless from any liability it may incur to the United States or the State of California if Contractor Contractor fails to pay or withhold, when due, all such taxes and obligations. If Authority is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor shall furnish Authority with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Authority.

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 Authority 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 Authority 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 Authority 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 Authority, 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 Authority. 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 Authority's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

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

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

AUTHORITY

Chris Celsi, Executive Director
Napa-Vallejo Waste Management Authority
1195 Third Street, Suite B10
Napa, CA 94559

CONTRACTOR

Joel Gentry, President
Benchmark Civil Construction, Inc.
973 Enterprise Way
Napa, CA 94558

9.3 Independent Contractors. Contractor and its subcontractors, if any, are independent contractors and not agents of Authority. Any provisions of this Agreement that may appear to give Authority any right to direct Contractor concerning the details of performing the scope of

work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of Authority concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the 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 Authority.
- 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 Authority and Contractor shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their 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 Authority. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of Authority. Contractor shall not disclose records or other information provided by Authority under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by Authority; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by Authority.

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

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred 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 Authority Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of Authority as a joint powers agency in the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Authority 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 Authority's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at Authority's sole discretion. In no event shall any putative assignment create a contractual relationship between Authority and any putative assignee.

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

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties

relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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

IN WITNESS WHEREOF, this Agreement is executed by the Napa-Vallejo Waste Management Authority, acting by and through the Chair of the Board of Directors, and by Contractor through its duly authorized officer(s).

BENCHMARK CIVIL CONSTRUCTION, INC.

By Joel Gentry
Joel Gentry, President

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
Mary Luros, Chair of the Board of
Directors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>July 11, 2025</u></p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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EXHIBIT A SCOPE OF WORK

I. Description of Work

Remove 36" CMP and replace with 36" or larger HDPE, as indicated near the entrance to the American Canyon Sanitary Landfill. The work includes:

- Mobilization of equipment
- Pipe pig on RCP pipe to plug water flow
- Slurry cut off trench perpendicular to 36" CMP to stop water flow
- Saw cut and remove asphalt
- Remove 60' of existing 36" CMP
- Install new 60' of new 36" HDPE or larger diameter piping on ballast bedding
- Backfill 60' of trench line with compacted base rock
- Trench through slurry cut off trench during low tide to install remaining 20' of HDPE
- Backfill remaining 20' of new HDPE piping
- Patch pave asphalt with 3" section of ½" HMA
- Trench plates as needed for pedestrian and vehicular traffic
- Temporary fencing as needed for safety
- Dump soil at top of landfill and grade out per Chuck's location

II. Schedule

The Scope of Work has already been completed by the Contractor.

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

Authority will pay Contractor the lump sum of \$69,730 as indicated in Contractor's Invoice No. 2883 dated June 17, 2025, which is hereby incorporated into this Exhibit by reference.

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 Authority with certification of all such coverages upon request by Authority'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 Authority's Risk Manager, demonstrated by other evidence of coverage acceptable to Authority's Risk Manager, which shall be filed by Contractor with the Executive Director prior to commencement of the Scope of Work.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its Authority number or title and department; shall be kept current during the term of this Agreement; shall provide that Authority 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 Authority, 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 Authority shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to Authority with respect to any insurance or self-insurance programs maintained by Authority. 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 Authority'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 Authority's Risk Manager, which approval shall not be denied unless the Authority'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 Authority'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 Authority, 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 Authority at Authority's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and Authority 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 Authority may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to Authority and the Labor Commissioner on a weekly basis, at no additional cost to Authority.

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. Authority 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 Authority 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 Authority’s request.

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

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



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1628

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: First Amendment - R3 Consulting Group

RECOMMENDATION

The Executive Director is requesting approval and authorization for the Chair to sign the first Amendment for Agreement 2024-03 with R3 Consulting Group, Inc., in the amount of \$30,000 to complete negotiations with the contract extension with the Devlin Road Transfer Station Facility.

EXECUTIVE SUMMARY

Napa-Vallejo Waste Management Authority (NVWMA) is requesting consideration of a contract extension. Previously, staff hired R3 Consulting Group, Inc. to aid the Authority in reviewing scope of services, contract negotiations with Northern Recycling Operations and Waste Services (NROWS) and to conduct rates and services survey to determine appropriate gate fees at Devlin Road Transfer Station. R3 Consulting Group is very familiar with solid waste practices in the NVWMA service area.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? Yes
Where is it budgeted? Operating Expenses - Devlin Road Transfer Station
Is it Mandatory or Discretionary? Discretionary
Discretionary Justification: R3 Consulting Group has the expertise staff needed to complete negotiations with Devlin Road Transfer Station.
Consequences if not approved: Napa-Vallejo Waste Management will not finalize negotiations.

ENVIRONMENTAL IMPACT

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



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**SECOND AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2024-03**

PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT 2024-03 is made and entered into as of this 15th day of September, 2025, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as "AUTHORITY," and R3 Consulting Group, Inc., whose business address 1512 is Eureka Road, Suite 220, Roseville, CA 95661, hereinafter referred to as "CONSULTANT." AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement 2024-03 ("Agreement") for CONSULTANT to assist the AUTHORITY in reviewing and possibly negotiating a new or extended contract for the operation of the Devlin Road Transfer Station; and

WHEREAS, on June 16, 2025, the Parties entered into the First Amendment to the Agreement extending the term of the agreement to June 30, 2026, and to add services to create a website for the AUTHORITY; and

WHEREAS, discussion regarding a new contract with Northern Recycling Operations & Waste Services (NROWS) for the operation of the Devlin Road Transfer Station are nearly finished, but there are some outstanding elements that need to be discussed or negotiated; and

WHEREAS, the funding in the Agreement for CONSULTANT's assistance with the new contract has been exhausted; and

WHEREAS, the Parties wish to amend the Agreement to increase the contract amount by \$30,000;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 2 of the Agreement is amended to read in full as follows:
2. **Scope of Services.** CONSULTANT shall assist AUTHORITY in preparing and negotiating a new or extended contract with NROWS in accordance with CONSULTANT'S proposal dated August 29, 2023, attached hereto as "Exhibit A" and

hereby incorporated by reference. CONSULTANT shall also assist AUTHORITY in the development of a new website with information relevant to AUTHORITY, to be determined by AUTHORITY's Executive Director.

2. Section 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONSULTANT's performance of the Scope of Services, AUTHORITY shall pay CONSULTANT at its standard hourly rates for public entities, not to exceed a total amount of One Hundred Forty Thousand Dollars (\$140,000). For services relate to the development of a new website, AUTHORITY shall pay CONSULTANT at the hourly rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference, not to exceed a total amount of Twenty Thousand Dollars (\$20,000).

(b) Expenses. Travel and other expenses are already included in the amounts set forth in this section. Expenses incurred in the development of a new website shall be reimbursed at the rates set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed a total of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000); provided, however, that the amount for the development of a new website shall not be construed as a guaranteed sum, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

4. This Second Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Second Amendment shall remain in full force and effect.

5. This Second Amendment 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 Second Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT by and through its duly authorized officer(s).

R3 CONSULTING GROUP

By: 
 SCOTT HANIN, Principal

NAPA-VALLEJO WASTE MANAGEMENT
 AUTHORITY, a joint powers agency

By: _____
 MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>September 5, 2025</u> PL Doc. No. 138431</p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1632

TO: Honorable Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Contract with Jones Hall as bond counsel

RECOMMENDATION

Approve and authorize the Agreement with Jones Hall to serve as bond counsel for the loan to construct the new Construction & Demolition Building, for a fixed fee of \$50,000.

EXECUTIVE SUMMARY

The Authority has been relying on Scott Ferguson, a partner at Jones Hall, to serve as bond counsel for the loan for the new Construction & Demolition Building. Jones Hall serves as special bond counsel to Napa County, a member agency of Authority, and has the expertise and resources to assist the Authority as well. Bond counsel prepares all financing documents, including an indenture of trust and related documents, prepares all documents required for the closing of the financing, and supervises the closing. Bond counsel also provides a legal opinion approving the validity and enforceability of the proceedings for the authorization and issuance of the loans, and confirms that the interest payable on the loan and received by the investor is exempt from federal taxation, to the extent appropriate.

Jones Hall is not paid on an hourly basis. They will be paid a fixed fee of \$50,000 contingent on the successful closing of the loan, which is typical for this sort of transaction. Payment will be made from the loan proceeds.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
Is it currently budgeted? Yes
Where is it budgeted? Devlin Road Transfer Station Capital Improvement Project #17810.
Is it Mandatory or Discretionary? Discretionary

Discretionary Justification:	Bond counsel is necessary to obtain the loan.
Is the general fund affected?	No
Future fiscal impact:	None.
Consequences if not approved:	Authority may be ineligible for the loan.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(2).



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2026-05

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 15th day of September, 2025 (“Effective Date”) by and between the Napa-Vallejo Waste Management Authority, a joint powers agency organized under the laws of the State of California, hereinafter referred to as “Authority,” and Jones Hall LLP, whose address is 4 W 4th Avenue, Suite 406, San Mateo, CA 94402, hereinafter referred to as “Firm.”

RECITALS

- A. Authority wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide legal and bond counsel services for the financing of construction of Authority’s new Construction and Demolition Facility (“C&D Facility”).
- B. Firm serves as special bond counsel to Napa County, a member agency of Authority, and has the expertise and resources necessary to perform the services for Authority too.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, Authority and Firm agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Firm shall provide professional services to Authority as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits.

1.2 Schedule. Firm shall perform the professional services in coordination with KNN Public Finance (Authority’s Municipal Advisor on this transaction).

1.3 Standard of Care. Firm represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised

by reputable professionals practicing in the same field of service in the State of California. When acting on behalf of Authority, Firm shall comply with the professional standards applicable to public attorneys performing the same services.

1.4 Key Personnel. Scott Ferguson’s expertise is a substantial reason why Authority is entering into this Agreement with Firm. Firm must obtain Authority’s advance written consent if it proposes to assign primary responsibility for a legal matter to an attorney other than Mr. Ferguson. An attorney approved pursuant to this paragraph shall be considered key personnel for Firm’s subsequent performance under this Agreement. Key personnel may assign other members of the Firm to assist in providing legal services to Authority, provided that the key personnel remain primarily responsible for the content and quality of the legal services. The hourly rates for additional members of the Firm must be disclosed to and approved by Authority in advance of services being provided.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement, though the Parties acknowledge that Firm has been providing related services prior to the Effective Date. This Agreement shall expire on December 31, 2025, unless terminated earlier in accordance with this Article.

ARTICLE III – COMPENSATION

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

3.1.1 Rates. For the Scope of Services described in Exhibit A, Authority shall pay Firm the lump sum of Fifty Thousand Dollars (\$50,000) as set forth in Exhibit B.

3.1.2 Expenses. All expenses are included in the lump sum amount in Paragraph 3.1.1.

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 Fifty Thousand Dollars (\$50,000).

3.2 Payment Process. Firm shall be paid the lump sum fee of \$50,000 from the proceeds of the borrowing, contingent upon the successful closing of the loan as set forth in Exhibit B. No invoice is necessary for this transaction fee.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Firm 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. Firm shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Firm shall defend at its own expense, indemnify, and hold harmless Authority, its member agencies, and their respective officers and employees, from and against any liability, claims, actions, proceedings, losses, injuries, damages or expenses, 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 the negligence or willful misconduct of Firm or its officers or employees providing services under this Agreement, excluding, however, such liability, claims, actions, proceedings, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of Authority. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

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

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

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

ARTICLE VI – MANDATORY PROVISIONS

6.1 Compliance with Napa County Policies. Firm and its officers and employees shall 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 Authority Employees. Firm shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by Authority employees or Firm.

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. Firm represents many political subdivisions and investment banking firms. It is possible that during the time that Firm is representing Authority, one or more of attorneys of Firm present or future clients will have transactions with Authority. It is also possible that Firm may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the loan contemplated by this Agreement. Firm does not believe such representation, if it occurs, will adversely affect Firm’s ability to represent Authority as provided in this Agreement, either because such matters will be sufficiently different from the loan so as to make such representations not adverse to Firm’s representation of Authority, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the loan. Execution of this Agreement will signify Authority’s consent to Firm’s representation of others consistent with the circumstances described in this paragraph.

7.3 Taxes. Firm 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. Firm 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. Firm shall indemnify and hold Authority harmless from any liability it may incur to the United States or the State of California if Firm fails to pay or withhold, when due, all such taxes and obligations. If Authority is audited for compliance regarding any withholding or other applicable taxes or amounts, Firm shall furnish Authority with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Authority.

ARTICLE VIII – [RESERVED]

ARTICLE IX – GENERAL PROVISIONS

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

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

AUTHORITY

Authority Counsel
Napa-Vallejo Waste Management Authority
1195 Third Street, Suite 301
Napa, CA 94559

FIRM

Scott Ferguson, Partner
Jones Hall LLP
4 West 4th Avenue, Suite 406
San Mateo, CA 94402

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

9.4 Contract Interpretation. This Agreement 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.

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

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

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

9.8 Confidentiality of Services. All services performed by Firm and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Firm, are for the sole use of Authority. Neither the documents nor their contents shall be released by Firm or any subconsultant to any third party without the prior written consent of Authority. Firm shall not disclose records or other information provided by Authority under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Firm, at the time it was disclosed to Firm by Authority; (2) subsequently become publicly known through no act or omission of Firm; or (3) otherwise become known to Firm other than through disclosure by Authority.

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

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

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

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

9.13 Authority Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of Authority as a Joint Powers Agency under the laws of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Authority 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. 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 Firm 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. Firm may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without Authority's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at Authority's sole discretion. In no event shall any putative assignment create a contractual relationship between Authority and any putative assignee.

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

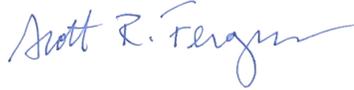
9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings,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

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

[remainder of page intentionally blank]

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

JONES HALL LLP



By _____
SCOTT R. FERGUSON, Partner

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>August 25, 2025</u> PL Doc. No. 137554</p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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EXHIBIT A SCOPE OF SERVICES

Description of Legal Services

For purposes of this Exhibit, the term “Client” means the Authority, the term “Attorneys” means the Firm, and the term “Bonds” means the loan contemplated for construction of the C&D Facility.

A. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as bond counsel in connection with the issuance of the Bonds for the purpose of financing the Project:

- (a) Consultation and cooperation with Client and Client staff to assist in the formulation of a coordinated financial and legal issuance of the Bonds.
- (b) Preparation of all legal proceedings for the authorization and issuance of the Bonds, including (a) preparation of a resolution of the Board of Directors of the Client authorizing the issuance of the Bonds and approving related documents and actions, (b) preparation of all financing documents, including an indenture of trust and related documents, (c) preparation of all documents required for the closing of the financing, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance of the Bonds.
- (c) Advising the Client, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that the interest payable with respect to the Bonds and received by the investors is exempt from federal taxation, to the extent appropriate.
- (d) Upon completion of proceedings to Attorneys’ satisfaction, providing a legal opinion (the “Final Opinion”) approving the validity and enforceability of the proceedings for the authorization and issuance of the Bonds, and stating that the interest payable on the Bonds and received by the investor is exempt from federal taxation, to the extent appropriate. The Final Opinion will be addressed to the Client.
- (e) Such other and further services as are normally performed by bond counsel in connection with similar financings.

Attorneys’ Final Opinion will be delivered by Attorneys on the date the Bonds are issued.

The Final Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys’ judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys’ opinion is not binding on the Internal Revenue Service (“IRS”) or the courts. Attorneys cannot and will not

give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the “Code”), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. Client acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent investors from realizing the full current benefit of the tax status of such interest. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Final Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Client with applicable laws relating to the Bonds.

B. Excluded Services. Firm’s duties in this engagement are limited to those expressly set forth above, except as expressly set forth in any written amendment to this Agreement. Among other things, Firm’s duties do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or “no-action” letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Representing the Client in any litigation involving the Client or relating to the Bonds.
- (d) Making an investigation or expressing any view as to the creditworthiness of the Client or the Bonds.
- (e) Representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations, unless the Client and Attorneys agree on the terms of such representation and compensation for such representation.
- (f) Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the Client may choose as an investment vehicle for the proceeds of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.
- (g) Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the Client may choose to enter into in connection with the issuance of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.

(h) Addressing any other matter not specifically set forth above that is not required to render our Final Opinion.

C. Responsibilities of the Client.

(a) General. The Client will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the Client, or otherwise deemed necessary by Attorneys to render the Final Opinion. During the course of this engagement, Attorneys will rely on Client to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. As a condition of Attorneys issuing their opinion, the Client will be required to make certain representations and covenants to comply with certain restrictions designed to insure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest with respect to, the Bonds. In this regard, Client agrees to familiarize itself with the relevant requirements and restrictions necessary for the Bonds to qualify for exemption from federal income taxation and to exercise due diligence both before and after the issuance of the Bonds in complying with these requirements.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

For the services performed by Firm, Authority will pay Firm a fee equal to \$50,000.

Firm's fees are inclusive of all closing costs and expenses.

Payment of Firm's fees is entirely contingent on the successful issuance of the Bonds, will be due and payable upon the issuance of the Bonds and will be payable solely from the proceeds of the Bonds and from no other funds of the Authority.

For purposes of this Exhibit, the term "Bonds" means the loan contemplated for construction of the C&D Facility.

EXHIBIT C INSURANCE REQUIREMENTS

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

C.2 Liability Insurance. Firm 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 Firm or any officer, agent, or employee of Firm under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Firm'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 Firm 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 Firm or Firm's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Firm 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 Authority's Risk Manager, demonstrated by other evidence of coverage acceptable to Authority's Risk

Manager, which shall be filed by Firm with the Authority's Executive Director 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 Authority number or title and department; shall be kept current during the term of this Agreement; shall provide that Authority 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, Firm shall also file with the evidence of coverage an endorsement from the insurance provider naming Authority, its member agencies, and their respective officers and employees as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Firm 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 Firm not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Authority shall pertain only to liability for activities of Firm under this Agreement, and that the insurance provided is primary coverage to Authority with respect to any insurance or self-insurance programs maintained by Authority. 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 Authority's Risk Manager, Firm 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 Authority's Risk Manager, which approval shall not be denied unless the Authority'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 Firm by this Agreement. At the option of and

upon request by Authority'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 Authority, its member agencies, and their respective officers and employees or Firm shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1638

TO: Honorable Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: First Amendment to Agreement No. 2025-05 with KNN Public Finance LLC

RECOMMENDATION

Approve and authorize the First Amendment to Agreement No. 2025-05 with KNN Public Finance LLC, to serve as the municipal advisor for the loan for the new Construction & Demolition Building, for a fixed fee of \$95,000.

EXECUTIVE SUMMARY

On February 7, 2025, the Authority entered into Agreement No. 2025-05 with KNN Public Finance LLC to evaluate financing options to fund construction of the new Construction & Demolition Building. Various options were presented and discussed by the Board of Directors at its meeting on March 13, 2025.

KNN has been meeting regularly with the Authority, soliciting proposals from potential lenders through a request for proposals process, and preparing debt service schedules and analysis. Proposals from potential lenders are due on September 8. KNN will review those proposals, negotiate key terms, and provide a recommendation to the Authority on a loan for the new Construction & Demolition Building. A complete description of their services is attached to this agenda item.

The initial work performed by KNN was paid on an hourly basis. For this amendment, KNN will be paid a fixed fee of \$95,000 contingent on the successful closing of the loan, which is typical for this sort of transaction. Payment will be made from the loan proceeds.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Devlin Road Transfer Station Capital Improvement Project #17810
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Authority does not have the expertise necessary to procure or evaluate the loans.
Is the general fund affected?	No
Future fiscal impact:	None.
Consequences if not approved:	Authority will need to procure the necessary expertise elsewhere.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(2).

To: Chris Celsi, Napa-Vallejo Waste Management Authority
CC: Tracy Schulze and Tom Zeleny, County of Napa
From: David Leifer, David Brodsky, and Bobby Cheung, KNN Public Finance, LLC
Re: Fee Proposal and Scope of Services for Napa-Vallejo Waste Management Authority
2025 Loan Agreement
Date: August 5, 2025

KNN Public Finance, LLC (“KNN”) is pleased to serve as Napa-Vallejo Waste Management Authority’s (the “Authority”) Municipal Advisor for the in-progress 2025 Loan Agreement. This memo sets forth KNN’s proposed transaction fee, scope of services, and several of the considerations supporting the proposal. Proceeds from the 2025 Loan Agreement will fund a portion of a new Construction and Demolition Recycling Facility at the Devlin Road Recycling and Transfer Facility.

KNN proposes a fixed transaction fee of \$95,000 for municipal advisory services, assuming a tax-exempt direct purchase method of sale via a commercial bank lender. This proposed fee reflects several key considerations. First, KNN has worked with Authority staff to develop the key credit features of the 2025 Loan Agreement, including developing the tiered rate covenant structure and working with the Authority’s solid waste consultant on refining and updating their budget cash flow model. Second, our team will run the process for soliciting bids from potential direct purchase lenders, not requiring the Authority to hire a placement agent for this role. We note that KNN circulated a RFP to the direct purchase market before learning that the project would need to be re-bid, necessitating a second RFP distribution. KNN had already received a number of detailed questions from the lender community regarding the credit, system, and structure of the 2025 Loan Agreement through the initial RFP process. Moving forward, KNN will take the lead in negotiating key business terms and conditions with the lender on behalf of the Authority. Finally, KNN will work with Bond Counsel to facilitate the smooth closing of the financing on a timely basis. KNN recognizes the Authority’s desire to complete this financing in order to award the construction contract on a timely basis and KNN has dedicated the firm resources necessary to meet this goal.

In addition to our proposed transaction fee, KNN requests to be reimbursed for actual expenses incurred, with a not-to-exceed cap of \$1,500 for the 2025 Loan Agreement. KNN’s fees are payable from financing proceeds and are contingent upon the successful closing of the transaction. Our proposed fees assume the closing of the financing by the end of the 2025 calendar year.

Overall, the proposed fee reflects the staff time necessary to complete the financing and is reflective of the scope of the services included in the Appendix of this memo. We have committed a team of multiple senior KNN advisors to work on the offering, including David Leifer, David Brodsky, Bobby Cheung, and Cameron Wong. This commitment of resources will be necessary for the financing and enable us to provide effective coverage. David Leifer, Senior Managing Director, will be personally involved in managing the financings.

Please do not hesitate to contact us with any questions or comments.

Appendix: Scope of Services for 2025 Loan Agreement

KNN shall provide the following transaction services for the Authority's 2025 Loan Agreement. Such services may include, but are not necessarily limited to:

- Assist the Authority in selection of financing team members, and negotiation of professional fees, as necessary.
- Create, manage, and revise the Financing Schedule and Distribution List, as necessary.
- Review and comment upon solid waste consultant's budget cash flow model.
- Draft lender term sheet solicitation document.
- Conduct lender solicitation, including outreach to potential lenders, coordinate and prepare responses to detailed credit questions, and prepare summary of lender responses.
- Prepare debt service analysis under alternative market, term and structure scenarios.
- Develop plan of finance and prepare DBC debt service schedules, including alternative debt service structures.
- Negotiate key terms and provisions with selected lender and lender's counsel.
- Assist in review of all financing and legal documents.
- Assist in the determination of key parameters and good faith estimates for Board of Directors Resolution.
- Present financing to Board of Directors, if requested.
- Coordinate closing activities, including drafting Closing Wiring Instructions Memorandum.
- Prepare a post-sale closing memorandum.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**FIRST AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2025-05**

PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT NO. 2025-05 is made and entered into in Napa County, California, this 15th day of September, 2025, (“Effective Date”) by and between the Napa-Vallejo Waste Management Authority, a joint powers agency organized under the laws of the State of California, hereinafter referred to as “Authority,” and KNN Public Finance, LLC, whose address is 2001 Addison Street, Suite 100, Berkeley, CA 94704, hereinafter referred to as “Consultant.”

RECITALS

- A. On February 7, 2025, Authority and Consultant entered into Agreement No. 2025-05 (“Agreement”) to obtain professional services to evaluate financing options to construct a building to recycle construction and demolition debris (“C&D Building”).
- B. Authority has decided to pursue a loan of about \$24 million to finance a portion of the construction of the C&D Building, and needs Consultant’s services and expertise to complete the transaction.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, Authority and Consultant amend the Agreement as follows:

AMENDMENT

1. Section 1.1 of the Agreement is replaced in its entirety to read in full as follows:
- 1.1 Scope of Services.** Consultant shall provide professional services to Authority as described in Exhibits A and A-1 to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by Authority (if any), and Consultant’s proposal or statement of qualifications.

2. Section 3.1 of the Agreement is replaced in its entirety to read in full as follows:

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

3.1.1 Rates. For the Scope of Services described in Exhibit A, Authority shall pay Consultant at the hourly rates set forth in Exhibit B. For the Scope of Services described in Exhibit A-1, Authority shall pay Consultant the lump sum of Ninety-Five Thousand Dollars (\$95,000).

3.1.2 Expenses. Authority shall pay Consultant for actual expenses incurred in performing the Scope of Services described in Exhibit A-1, in a total amount not to exceed One Thousand Five Hundred Dollars (\$1,500). Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Hundred Six Thousand, Five Hundred Dollars (\$106,500).

3. A new section 3.2.3 is added to the Agreement to read in full as follows:

3.2.3 Transaction Fee. Notwithstanding the foregoing, Consultant shall be paid the transaction fee of \$95,000 plus expenses from the proceeds of the borrowing (included in the costs of issuance sizing) contingent upon the successful closing of the loan. No invoice is necessary for the transaction fee, but expenses must be documented in an invoice pursuant to section 3.2.2.

4. This First Amendment represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this First Amendment shall remain in full force and effect.

5. This First Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this First Amendment is executed by Authority, acting by and through the Chair of the Board of Directors, and by Consultant through its duly authorized officer(s).

KNN PUBLIC FINANCE, LLC

By  9/8/2025
BOBBY CHEUNG, Managing Director

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>September 5, 2025</u> PL Doc. No. 137392</p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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EXHIBIT A-1
SCOPE OF SERVICES

I. Description of Services

The Scope of Services is set forth in Consultant's "Fee Proposal and Scope of Services for Napa-Vallejo Waste Management Authority 2025 Loan Agreement" addressed to Chris Celsi and dated August 5, 2025, which is hereby incorporated by reference as if fully set forth herein.



Napa County

Board Agenda Letter

1195 THIRD STREET
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Main: (707) 253-4580

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1639

TO: Honorable Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Adoption of Debt Management Policy

RECOMMENDATION

Approve the Resolution adopting the Debt Management Policy for the Napa-Vallejo Waste Management Authority.

EXECUTIVE SUMMARY

The Napa-Vallejo Waste Management Authority (“Authority”) is a joint powers agency duly organized under the provisions of the Joint Exercise of Powers Act. A joint powers agency must provide prior notice to the Attorney General and the California Debt and Investment Advisory Commission in order to authorize bonds, loans, or other financing of a capital improvement project, pursuant to Government Code section 6586.5(a)(3). The California Debt and Investment Advisory Commission requires a local agency to certify it has adopted a local debt policy and that the contemplated debt issuance is consistent with that policy, pursuant to Government Code section 8855(i). The Authority does not currently have a debt management policy, and needs to adopt one for the Board to be able to authorize bonds, loans, or other financing mechanisms.

The proposed Debt Management Policy attached to this agenda item is based on the policy adopted by the County of Napa. Jones Hall, the Authority’s bond counsel, has made revisions to incorporate changes in state law that became effective in 2017, to prepare the Debt Management Policy proposed for adoption today. The general purpose of the policy is to ensure sound and uniform practices for issuing and managing debt. The policy identifies purposes for which long and short term debt may be issued, the types of debt the Board may consider, the goals of debt financing, and other criteria and considerations of issuing debt. The policy anticipates being reviewed periodically and updated as necessary.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Authority needs a Debt Management Policy to authorize bonds, loans, or other financing mechanisms.
Is the general fund affected?	No
Future fiscal impact:	None.
Consequences if not approved:	The Authority will be unable to authorize bonds, loans, or other financing mechanisms.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(2).

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NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

RESOLUTION NO. 2026-06

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
ADOPTING A DEBT MANAGEMENT POLICY**

WHEREAS, the Napa-Vallejo Waste Management Authority (“Authority”) is a joint powers agency duly organized under the provisions of the Joint Exercise of Powers Act in Government Code sections 6500 *et seq.*; and

WHEREAS, a joint powers agency must provide prior notice to the Attorney General and the California Debt and Investment Advisory Commission in order to authorize bonds, loans, or other financing of a capital improvement project, pursuant to Government Code section 6586.5(a)(3); and

WHEREAS, the California Debt and Investment Advisory Commission requires a local agency to certify it has adopted a local debt policy and that the contemplated debt issuance is consistent with that policy, pursuant to Government Code section 8855(i); and

WHEREAS, the Authority does not have a debt management policy, and needs to adopt a policy in order to authorize bonds, loans, or other financing for its projects;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa-Vallejo Waste Management Authority, that the debt management policy attached hereto as Exhibit A is hereby approved and adopted by the Board.

[remainder of page intentionally blank]

EXHIBIT A

(attach Debt Management Policy further identified as “PL Doc. No. 138173”)



**NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY**

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY

DEBT MANAGEMENT POLICY

I. Introduction / Purpose

The purpose of the Napa-Vallejo Waste Management Authority (the “Authority”) Debt Management Policy (the “Policy”) is to ensure sound and uniform practices for issuing and managing debt. This Policy confirms the commitment of the Authority’s Board of Directors (the “Board”) and staff to adhere to sound financial management practices.

This Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by the Authority. This Policy is subject to and limited by applicable provisions of state and federal law and to prudent debt management principles.

Policy implementation and the day-to-day responsibility for and authority over the Authority’s debt program will lie with the Executive Director and Treasurer, with participation by other Authority staff as necessary.

II. Policy Objectives

The Policy objectives are as follows:

- Establish a systematic and prudent approach to debt issuance and debt management to ensure the financial stability of the Authority.
- Ensure access to debt capital markets and direct purchase investors (private placement providers) through prudent and flexible policies.
- Maintain the Authority’s sound financial position.
- Protect the Authority’s good credit worthiness and minimize the Authority’s borrowing costs.
- Ensure that all debt is structured in order to protect both current and future ratepayers and customers of the Authority.

III. Purposes for Which Debt May Be Issued

a. Long-Term Debt

Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the Authority.

Long-term debt financings are appropriate when all of the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When the cost of the project is such that pay-as-you-go funding with available revenues would reduce reserves below prudent levels.
- When total debt does not constitute an unreasonable burden to the Authority and its ratepayers.

When the debt is used to refinance outstanding debt, it should produce debt service savings or realize the benefits of a debt restructuring. Long-term debt financings will not be considered appropriate for current operating expenses and routine maintenance expenses.

b. Short-Term Debt

Short-term debt may be issued to provide financing for the Authority's operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the Authority may undertake lease-purchase financing for equipment.

IV. Types of Debt

The following types of debt are allowable under this Policy:

- solid waste enterprise revenue bonds, certificates of participation and loans
- general obligation bonds (subject to voter approval)
- bond or grant anticipation notes
- lease revenue bonds, certificates of participation and lease-purchase transactions

- revenue anticipation notes

V. Relationship of Debt to Capital Improvement Program and Budget

The Authority is committed to long-term capital planning. The Authority intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the Authority's capital budget and the capital improvement plan.

The Authority shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The Authority shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The Authority shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the Authority's public purposes.

The Authority shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

VI. Policy Goals Related to Planning Goals and Objectives

The Authority is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The Authority intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the Authority's plan for capital improvements.

It is a policy goal of the Authority to protect ratepayers and customers by utilizing conservative financing methods and techniques so as to obtain the lowest practical borrowing costs.

The Authority will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related assessments, rates and charges.

VII. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Policy, the Authority shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The Authority will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any periodic reporting and disclosure requirements of any private placement lender,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior debt issues, and
- any guidelines and policies of the Authority that relate to the investment of bond proceeds.

Proceeds of debt will be held either (a) by a third-party trustee, which will disburse such proceeds to the Authority upon the submission of one or more written requisitions, or (b) by the Authority, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the Authority.

VIII. Standards for Debt Financing

The Authority will minimize the level of debt by incurring debt only in those cases where public policy, public interest and/or economic efficiency favor debt over cash financing or other sources of funding.

a. Board Approval

Each issuance of debt shall be submitted to the Board for approval upon recommendation of staff. Government Code § 53635.7 requires that the Board discuss, consider, and deliberate each decision regarding the issuance of debt as a separate item of business on the agenda, and not on the consent calendar.

b. Credit Ratings

Without compromising the Authority's objectives, for all publicly offered debt, the Authority will work to ensure that all debt issuances receive the highest credit ratings possible. In addition, the Authority will attempt to maintain or improve the credit ratings, if any, of outstanding debt.

c. Method of Sale

The Authority's goal is to protect the public's interest by obtaining the lowest possible overall cost of funds. To obtain this goal, the Authority may use a public competitive or public negotiated sale of securities, or private placement of a loan with a bank or other financial institution. The appropriate method should be determined on a case-by-case basis with input from the Authority's municipal advisor.

d. Outside Consultants

Where appropriate, the Authority will engage a financing team of outside consultants in connection with each offering of debt, which may include a municipal advisor who has a fiduciary duty to the Authority, bond counsel, disclosure counsel, and other professionals and consultants as needed.

e. Economies of Scale

To the extent possible, the Authority will bundle projects into fewer transactions to achieve economies of scale associated with costs of issuance when feasible.

f. Arbitrage Regulations

Generally, tax-exempt debt issues are subject to IRS arbitrage rebate requirements. These requirements specify that any arbitrage – that is, earnings on proceeds at a rate that is higher than the rate on the borrowing – be rebated to the Federal Government. Rebate computations are typically required every five years and upon final redemption or maturity of the bonds. Any excess earnings are required to be rebated to the Federal Government. An arbitrage rebate consultant may be retained to calculate whether arbitrage is owing.

g. Arm's Length Transactions

The Authority will endeavor to have “Arm’s Length Transactions,” in which the buyers (underwriters, investors or lenders) of the debt have no relationship with the Authority. For Arm’s Length Transactions, the Authority and the buyer are both acting in their own self-interest and are not subject to any pressure or duress from the other party.

h. Due Diligence

The Authority will conduct one or more “due diligence” meetings or electronic (virtual) conferences with all relevant Authority staff and financing team members and market participants prior to the issuance of debt. For publicly offered debt, a Preliminary Official Statement will be released to the market only after the completion of the “due diligence” meetings and approval in form by the Board.

i. Term and Structure

Long-term debt financing of capital projects will be for a period not to exceed the expected average useful life of the assets being financed, and in no event should exceed 30 years. Debt service will be structured to be level over the term of the financing except in those instances where it is economically advantageous to the Authority or meets other Authority objectives to structure debt service differently.

Short term debt and structure will be determined on a case-by-case basis and will be consistent with appropriate legal and tax requirements.

j. Debt Service Reserve Fund

For long term debt and where appropriate for short-term debt, a debt service reserve fund may be utilized to achieve optimal pricing, if necessary. A debt service reserve fund requirement may be funded through an insurance policy or surety bond if found to be economically advantageous.

k. Capitalized Interest

Capitalized interest may be used to defer the Authority's payment of debt service if deemed to be advantageous under the circumstances of each specific debt issuance.

l. Fixed and Variable Rate Debt

Debt shall be issued as fixed rate debt unless the Authority makes a specific determination as to why a variable rate issue would be beneficial to the Authority in a specific circumstance. The Authority's variable rate exposure shall not exceed 20% of its overall debt portfolio.

m. Credit Enhancement

The Authority will consider the use of credit enhancements for debt issuances on a case-by-case basis, evaluating the economic benefit versus the cost for each case. Bond insurance, stand-by letters of credit and other credit enhancements should be used only when they clearly demonstrate a net present value savings to the Authority.

n. Derivatives

The Authority's preference is not to employ derivative products, such as interest rate swaps, in its debt program. If derivative products are used, they should only be employed after careful evaluation of potential benefits and risks by the Board and after adoption by the Board of a separate derivatives policy.

IX. Refinancing of Debt

Outstanding bonds or other debt may be refinanced and refunded to achieve present value savings on debt service, to modify interest rate risk, or to restructure the payment schedule, type of debt instrument used, or covenants of existing debt.

The Authority will consider such opportunities and evaluate the present value economic benefit they may present.

a. Debt Service Savings

The Authority has established a minimum net present value cash flow savings threshold goal of 3.00% of the refunded bond principal amount.

The present value savings will be net of all costs of the refinancing, will consider the difference in interest earnings of the debt service reserve funds of the refunded and refunding bonds, and may include any cash associated with the refunded bonds held by the Trustee. The decision to realize the savings on anything other than a level basis (i.e., an upfront or deferred basis) must be approved by the Board after recommendation by staff.

b. Restructuring

Refinancing transactions may be executed to achieve goals other than net present value savings, including: restructuring to meet unanticipated revenue expectations, mitigate irregular debt service payments, release reserve funds, remove unduly restrictive covenants, or other goals set by the Board.

X. Modifications to this Policy

This Policy will be reviewed periodically and updated as necessary. Any changes to the Policy are subject to approval by the Board. While adherence to this Policy is required, the Authority recognizes that changes in capital markets, Authority programs, and other unforeseen circumstances may produce situations that are not covered by this Policy. In addition, this Policy is not intended to hinder the Authority's use of any new financing techniques that may arise. This Policy shall be amended to reflect any new financing techniques recommended by staff and approved by the Board.



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1673

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Budget Amendment - American Canyon Postclosure Maintenance Costs

RECOMMENDATION

Approval and Authorization for the Executive Director to sign a Budget Amendment to increase appropriations in Maintenance Infrastructure/Land in the amount of \$1,481,500, offset by available fund balance, to record increase in the annual postclosure maintenance costs as of June 30, 2025.

EXECUTIVE SUMMARY

Compliance reporting, monitoring and assistance with operation and maintenance are necessary to meet the requirements of the Landfill's Post Closure Maintenance Plan and the Bay Area Air Quality Management District Permit.

In September 2025, APTIM resubmitted an updated Final Postclosure Maintenance Plan (FPMP) to CalRecycle on behalf of Napa Vallejo Waste Management Authority. The FPMP total cost estimate to provide postclosure maintenance of the Landfill is \$796,966 annually. Given the approved cost reduction multiplier of 15 years, the total Postclosure Maintenance Cost for the 15-year postclosure period is estimated to be \$11,954,483.

The FY 2025-2026 Budget did not anticipate the increase in maintenance costs at the time the Budget was adopted.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Increases our post closure costs by \$1.481 million

Consequences if not approved: Would not be in compliance with CalRecycle requirements.

ENVIRONMENTAL IMPACT

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



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1631

TO: Honorable Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Increases to Tipping Fees Charged at the Devlin Road Transfer Station

RECOMMENDATION

Conduct a public hearing and adopt a resolution increasing tipping fees at the Devlin Road Transfer Station.

EXECUTIVE SUMMARY

The Authority owns and operates the Devlin Road Recycling and Transfer Station (“Transfer Station”) for receiving, processing, and transporting solid waste and recovering recyclable materials from solid waste. The Authority generates revenue needed to pay for construction, operation, repair and maintenance of the Transfer Station by charging “tipping fees” to customers delivering solid waste to the Transfer Station for disposal or recycling, as authorized by Public Resources Code sections 40059 and 41901. The Board has not adopted an increase to tipping fees since 2011, when it adjusted the fees and set an automatic increase of \$1.00 per year thereafter.

Over the years, this automatic increase has failed to keep up with inflation. The Authority needs to increase certain tipping fees to pay for increased costs associated with the Transfer Station, including the debt service on the proposed financing of about \$20.2 million towards the cost of the new construction and demolition facility. The Authority proposes to increase the following fees for disposal of solid waste at the Transfer Station for Fiscal Years 2025-26, 2026-27, and 2027-28:

Category	Per Ton Tipping Fees			
	Fiscal Years			
	2024-25	2025-26	2026-27	2027-28
Self-Haul (per vehicle)*	\$44.00	\$45.00	\$48.00	\$50.00

Franchised Loads	\$73.00	\$81.00	\$87.00	\$90.00
Non-Franchised Loads	\$77.00	\$85.00	\$91.00	\$95.00
Clean Dirt	\$40.00	\$45.00	\$48.00	\$50.00
Concrete	-	\$32.00	\$34.00	\$35.00

* Self-haul load over 1,000 lbs. pays the per-ton rate for non-franchised loads.

Except for Franchised Loads, the fees for Fiscal Year 2025-26 will become effective on November 1, 2025; the fees for Fiscal Year 2026-27 will become effective on July 1, 2026; and the fees for Fiscal Year 2027-28 will become effective on July 1, 2027. For Franchised Loads, the fees for Fiscal Year 2025-26 will become effective on November 1, 2025; the fees for Fiscal Year 2026-27 will become effective on October 1, 2026; and the fees for Fiscal Year 2027-28 will become effective on October 1, 2027. The fee increases for Franchised Loads are traditionally effective in October because the Authority’s Joint Powers Agreement indicates rate increases are to coordinated with the rate setting process of the member agencies for trash collection to the extent possible.

The tipping fees at the Transfer Station are the lowest in the region, as shown by the chart attached to this agenda item. Even after the increase proposed for this fiscal year, the tipping fees will remain substantially lower than other sites in the region.

This item also asks the Board to waive Section 23 of the Authority Bylaws, to the extent that section requires new or increased fees charged at the Transfer Station to be adopted by the Board in the month of May.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public Hearing
5. Motion, second, discussion, and vote on the proposed resolution

FISCAL & STRATEGIC PLAN IMPACT

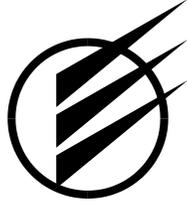
Is there a Fiscal Impact? Yes
 Is it currently budgeted? Yes

Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Fee increase is necessary to pay for operation of the transfer station and debt service on financing for the new C&D Building.
Is the general fund affected?	Yes
Future fiscal impact:	Additional revenue in subsequent fiscal years.
Consequences if not approved:	The Authority will be unable to finance the new C&D Building.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This activity is statutorily exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15273(a) as fees necessary to meet operating expenses, to obtain funds for capital projects necessary to maintain existing service, and to meet financial reserve requirements.

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NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

RESOLUTION NO. 2026-04

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
ESTABLISHING AND INCREASING CERTAIN TIPPING FEES CHARGED
AT THE DEVLIN ROAD RECYCLING AND TRANSFER STATION**

WHEREAS, the Napa-Vallejo Waste Management Authority (“Authority”) is a joint powers agency duly organized under the provisions of the Joint Exercise of Powers Act in Government Code sections 6500 *et seq.*; and

WHEREAS, the Authority owns and operates the Devlin Road Recycling and Transfer Station (“Transfer Station”) for receiving, processing, and transporting solid waste and recovering recyclable materials from solid waste; and

WHEREAS, the Authority generates revenue needed to pay for construction, operation, repair and maintenance of the Transfer Station by charging “tipping fees” to customers delivering solid waste to the Transfer Station for disposal or recycling, as authorized by Public Resources Code sections 40059 and 41901; and

WHEREAS, the Authority needs to increase certain tipping fees to pay for increased costs associated with the Transfer Station, including the financing of part of the cost of the new construction and demolition facility; and

WHEREAS, pursuant to Government Code section 66016, at least ten days prior to the date this resolution is to be considered, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service; and

WHEREAS, notice of the hearing of the proposed fee was published twice in the manner set forth in Government Code section 6062a, as required by Government Code section 66018(a);

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa-Vallejo Waste Management Authority, as follows:

1. The following fees for disposal of solid waste at the Transfer Station for Fiscal Years 2025-26, 2026-27, and 2027-28 are hereby adopted:

Per Ton Tipping Fees				
Category	Fiscal Years			
	2024-25	2025-26	2026-27	2027-28
Self-Haul (per vehicle)*	\$44.00	\$45.00	\$48.00	\$50.00
Franchised Loads	\$73.00	\$81.00	\$87.00	\$90.00
Non-Franchised Loads	\$77.00	\$85.00	\$91.00	\$95.00
Clean Dirt	\$40.00	\$45.00	\$48.00	\$50.00
Concrete	-	\$32.00	\$34.00	\$35.00

* Self-haul load over 1,000 lbs. pays the per-ton rate for non-franchised loads.

2. Except for Franchised Loads, the fees for Fiscal Year 2025-26 shall become effective on November 1, 2025; the fees for Fiscal Year 2026-27 shall become effective on July 1, 2026; and the fees for Fiscal Year 2027-28 shall become effective on July 1, 2027.

3. For Franchised Loads, the fees for Fiscal Year 2025-26 shall become effective on November 1, 2025; the fees for Fiscal Year 2026-27 shall become effective on October 1, 2026; and the fees for Fiscal Year 2027-28 shall become effective on October 1, 2027

4. The Board of Directors hereby waives Section 23 of the Authority Bylaws, to the extent that section requires new or increased fees charged at the Transfer Station to be adopted by the Board of Directors in the month of May.

5. The Board of Directors finds this activity is statutorily exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines sections 15273(a) as fees necessary to meet operating expenses, to obtain funds for capital projects necessary to maintain existing service, and to meet financial reserve requirements.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Board of Directors of the Napa-Vallejo Waste Management Authority at a regular meeting
 held on the 15th day of September, 2025, by the following vote:

AYES: DIRECTORS _____

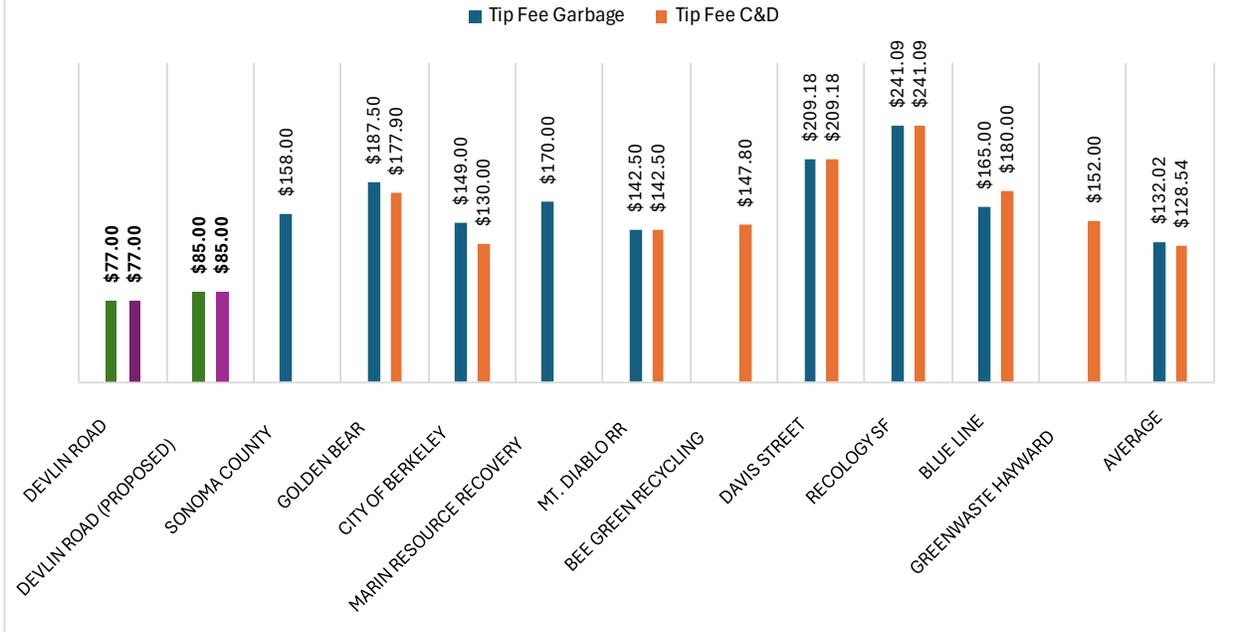
NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

<p style="text-align: center;">APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>September 3, 2025</u> PL Doc. No. 133944</p>	<p style="text-align: center;">APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ _____ Secretary of the Authority</p>	<p style="text-align: center;">ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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TIP FEE COMPARISON





Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1558

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Resolution authorizing execution and delivery of a loan agreement for the new C&D Building.

RECOMMENDATION

Approve and adopt a resolution authorizing execution and delivery of a loan agreement to provide funds necessary to construct the new construction and demolition building. [weighted vote]

EXECUTIVE SUMMARY

KNN Public Finance, LLC (“KNN”), acting as Napa-Vallejo Waste Management Authority’s registered municipal advisor, conducted a lender Request for Term Sheet Proposals (“RFP”) process to solicit financing proposals for the upcoming Construction & Demolition Recycling Facility project. KNN worked closely with Authority staff and its financing team to draft a RFP document that summarizes the key features of the Authority, the solid waste system, the C&D project, financing structure, and terms and conditions for the 2025 Loan Agreement. The RFP solicited interest rates and terms and conditions for a financing term of 10-years and 15-years from direct purchase lenders.

The RFP was distributed to a total of 28 institutions on August 26, 2025, and an Addendum was circulated to the same group on September 4, 2025. The Addendum provided responses to a number of credit-related questions received from RFP recipients. KNN received 7 responses on September 8, 2025. A summary of the responses is attached to this staff report. Webster National Bank (“Webster”) provided the overall lowest fixed tax-exempt interest rates for both financing terms: 3.8% for a 10-year financing term and 4.15% for a 15-year financing term. The Webster proposal also included the following pre-payment options i.) for the 10-year term, the loan is not callable in years 1-5, and then is callable at no premium thereafter, and ii.) for the 15-year term, the loan is not callable in years 1-5, and then is callable at a 1% premium in years 6 and 7, and then is callable at no premium thereafter. Any prepayment must occur on a payment date and must be for the entire remaining amount of the loan.

Based upon the response from Webster, KNN has provided the following good faith estimates, in accordance with California Government Code Section 5852.1.

	10-year Term	15-year Term
Principal Amount:	\$20,175,000.00	\$20,175,000.00
True Interest Cost:	3.801%	4.151%
Finance Charge:	\$175,000.00	\$175,000.00
Amount of Proceeds to be Received:	\$20,000,000.00	\$20,000,000.00
Total Payment Amount:	\$24,488,767.92	\$27,361,563.65

The proposed interest rates are locked through the anticipated closing date of the financing, October 10, 2025. The Webster proposal is subject to formal credit approval.

Staff Recommendation:

Authority staff recommend moving forward with the 10-year financing option, which has the lower overall borrowing cost and total interest paid, as compared to the 15-year option.

The 2025 Loan Agreement pledges net revenues of the solid waste enterprise (gross revenues less operation and maintenance expenses) toward debt service, requires the Authority to maintain solid waste disposal rates sufficient to meet certain debt service coverage levels, as set forth in more detail in the agreement.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This loan is the difference between the Authority’s available cash on hand and the cost of the new C&D Facility.
Is the general fund affected?	Yes
Future fiscal impact:	Future payments on the loan until fully paid.
Consequences if not approved:	Will not be able to construct new C&D Facility

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: On August 6, 2020, the Authority adopted the Final IS/Addendum, the mitigation measures and the mitigation monitoring program for the Project pursuant to Resolution No. 2021-02. This subsequent discretionary approval related to the Project does not involve any change in circumstances, project changes, or new information of substantial importance which would warrant further environmental review pursuant to CEQA Guidelines section 15162.



**NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY**

RESOLUTION NO. 2026-07

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AUTHORIZING EXECUTION AND DELIVERY OF A LOAN AGREEMENT
AND OTHER RELATED ACTIONS**

WHEREAS, the Napa-Vallejo Waste Management Authority (the “Authority”) is a joint powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement dated March 17, 1993, as amended, most recently by the Fifth Amendment, dated May 5, 1998 (collectively, the “JPA Agreement”), by and among the County of Napa and the Cities of Napa, Vallejo and American Canyon, and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”); and

WHEREAS, the Authority owns and operates a system for the receiving, processing, recycling and transportation of solid waste and the recovery of materials from solid waste (the “Enterprise”); and

WHEREAS, the Authority is authorized under the JPA Agreement and Article 4 of the Act (the “Bond Law”) to borrow money to finance or refinance the acquisition, construction, improvement or renovation of the facilities making up the Enterprise; and

WHEREAS, the Authority is proceeding with the acquisition and construction of certain capital improvements to the Enterprise consisting generally of a new recycling facility for construction and demolition materials adjacent to the Authority’s Devlin Road Recycling and Transfer Facility (the “Project”), total cost of which, including design, construction management and contingencies, is estimated at approximately \$38,000,000; and

WHEREAS, the Authority has cash on hand available to dedicate to the Project, and in order to provide funds to finance the remaining portion of the cost of the Project, the Authority has determined to borrow an amount not to exceed \$23,000,000 (the “Loan”) from Webster Bank, National Association, a lender who was selected through a competitive bidding process (together with its successors and assigns, the “Lender”) under a Loan Agreement (the “Loan Agreement”) and to make loan payments (“Loan Payments”) to the Lender secured by a pledge of and lien on the net revenues of the Enterprise as set forth in the Loan Agreement; and

WHEREAS, Section 6586.5 of the Bond Law requires that a local agency within whose boundaries the project being financed is located conduct a noticed public hearing on the financing, and following such hearing make a finding of significant public benefit as to the financing; and

WHEREAS, the Project will be located within the boundaries of the County of Napa, and on September 9, 2025, the County held a public hearing on the proposed financing, following publication of the notice of the public hearing at least five days prior thereto in a newspaper of general circulation in the County, after which the County Board of Supervisors made certain findings and approved the financing of the Project by the Authority, all in compliance with Section 6586.5 of the Bond Law; and

WHEREAS, the information required to be obtained and disclosed with respect to the Loan Agreement pursuant to Section 5852.1 of the California Government Code is set forth in the Board letter accompanying this item; and

WHEREAS, the Board has duly considered such transaction and wishes at this time to approve said transaction in the public interests of the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa-Vallejo Waste Management Authority, as follows:

Section 1. Execution and Delivery of Loan Agreement. The Board hereby authorizes the borrowing of funds from the Lender under the Loan Agreement. The Board hereby approves the Loan Agreement in substantially the form on file with the Secretary, together with any additions thereto or changes therein deemed necessary or advisable by the Chair of the Board, the Executive Director, or the Auditor (each, an “Authorized Officer”); provided, that the maximum principal amount of the Loan shall not exceed \$23,000,000, the true interest cost of the Loan shall not exceed 4.50% (although such interest rate may be subject to increase in the circumstances described in the Loan Agreement), and the final maturity of the Loan shall not exceed 10 years. Subject to the foregoing, each Authorized Officer is hereby authorized and directed to execute the final form of the Loan Agreement, for and in the name and on behalf of the Authority. The Board hereby authorizes the delivery and performance of the Loan Agreement.

Section 2. Professional Services. In connection with the financing transaction described in this Resolution, the appointment of KNN Public Finance, LLC, as municipal advisor, and Jones Hall LLP, as special legal counsel, are hereby ratified and confirmed. Each Authorized Officer is authorized to execute a professional services agreement with each such firm.

Section 3. Official Actions. The Authorized Officers, the Secretary, the Authority’s general counsel and any and all other officers of the Authority are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, and other documents, which they, or any of them,

may deem necessary or advisable in order to consummate the financing transaction described herein. Whenever in this Resolution any officer of the Authority is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable. Any actions previously taken by any officers of the Authority in furtherance of this Resolution are hereby ratified and confirmed.

Section 4. Effectiveness. This Resolution shall take effect immediately upon its passage and adoption.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa-Vallejo Waste Management Authority at a regular meeting held on the 15th day of September, 2025, by the following vote:

AYES:	DIRECTORS	_____

NOES:	DIRECTORS	_____
ABSTAIN:	DIRECTORS	_____
ABSENT:	DIRECTORS	_____

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Authority Counsel Date: <u>September 9, 2025</u> PL Doc. No. 138562	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS Date: _____ Processed By: _____ _____ Secretary of the Authority	ATTEST: MARIE NICHOLAS Secretary of the Authority By: _____
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LOAN AGREEMENT

This Loan Agreement (this “Loan Agreement”), dated as of October 1, 2025, is between Webster Bank, National Association, a national banking association organized and existing under the laws of the United States of America, as lender (together with its successors and assigns, the “Lender”), and the Napa-Vallejo Waste Management Authority, a joint powers authority duly organized and existing under the Constitution and laws of the State of California, as borrower (the “Authority”).

BACKGROUND:

1. The Authority is a joint powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement dated March 17, 1993, as amended, most recently by the Fifth Amendment, dated May 5, 1998 (collectively, the “JPA Agreement”), by and among the County of Napa and the Cities of Napa, Vallejo and American Canyon, and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”).

2. The Authority owns and operates a system for the receiving, processing, recycling and transportation of solid waste and the recovery of materials from solid waste (as further defined herein, the “Enterprise”).

3. The Authority is authorized under the JPA Agreement and Article 4 of the Act (the “Bond Law”) to borrow money to finance or refinance the acquisition, construction, improvement or renovation of the facilities making up the Enterprise.

4. In order to provide funds to finance capital improvements to the Enterprise, consisting generally of a new recycling facility for construction and demolition materials adjacent to the Authority’s Devlin Road Recycling and Transfer Facility, the Authority has determined to borrow the amount of \$_____ from the Lender under this Loan Agreement and to make loan repayments (the “Loan Repayments”) to the Lender, secured by a pledge of and lien on the Net Revenues as set forth in this Loan Agreement.

AGREEMENT:

In consideration of the foregoing and the material covenants hereinafter contained, the Authority and the Lender formally covenant, agree and bind themselves as follows:

ARTICLE I DEFINITIONS AND APPENDICES

SECTION 1.1. *Definitions.* All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Loan Agreement.

“American Canyon Sanitary Landfill” means the landfill located at the end of Eucalyptus Road in an unincorporated area of the County.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Authority from time to time concerning or relating to bribery or corruption.

“Authority” means the Napa-Vallejo Waste Management Authority, a joint powers authority duly organized and existing under the Constitution and laws of the State of California.

“Bond Counsel” means (a) Jones Hall LLP, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“Bond Law” means Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (Section 6586 et seq.).

“Closing Date” means the date of execution and delivery of this Loan Agreement by the Authority and the Lender, being October 7, 2025.

“County” means the County of Napa, California.

“Determination of Taxability” means the first to occur of the following:

- (a) on the date when the Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has occurred;
- (b) on the date when the Lender notifies the Authority that it has received a written opinion from Bond Counsel to the effect that an Event of Taxability has occurred, accompanied by a copy of such opinion of Bond Counsel, unless, within 180 days after receipt by the Authority of such notification and copy of such opinion from the Lender, the Authority delivers to the Lender a ruling or determination letter issued to or on behalf of the Authority by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability has not occurred;
- (c) on the date when the Authority is be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or
- (d) on the date when the Authority receives notice from the Lender that the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest on

the Loan Repayments as includable in the gross income of the Lender due to the occurrence of an Event of Taxability and the Lender has provided to the Authority a copy of such notice and any related documents received from the Internal Revenue Service;

provided, however, that no Determination of Taxability shall occur under subparagraph (c) or subparagraph (d) above unless the Authority has been afforded the opportunity, at its expense, to contest any such assessment, and until such contest, if made, has been finally determined; *provided, further, however,* that upon demand from the Lender following an event listed in subparagraphs (a), (b), (c) or (d) above, the Authority shall reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, Lender is obligated to make to the Internal Revenue Service as a result of the Determination of Taxability.

“Enterprise” means the Authority’s system for the receiving, processing, recycling and transportation of solid waste and the recovery of materials from solid waste, and all buildings, facilities, land, rights of way and other real or personal property owned by the Authority in connection therewith, including without limitation the Devlin Road Recycling and Transfer Facility, the Project, the closed American Canyon Sanitary Landfill, and all extensions of and improvements to the Enterprise hereafter acquired, constructed or installed by the Authority.

“Enterprise Fund” means the fund established and maintained by the Authority into which the Gross Revenues are deposited and maintained by the Authority.

“Environmental Laws” means any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the clean-up or other remediation thereof.

“Event of Default” means any of the events of default as defined in Section 5.1.

“Event of Taxability” means any action taken or not taken by the Authority which has the effect of causing interest paid or payable on the Loan Repayments to be includable, in whole or in part, in the gross income of the holder of the Loan Repayments for federal income tax purposes.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Fiscal Year” means each twelve-month period during the Term of this Loan Agreement commencing on July 1 in any calendar year and ending on June 30 in the next

succeeding calendar year, or any other twelve-month period selected by the Authority as its fiscal year period.

[“Franchise Agreements” means, collectively, the following:

- (a) an agreement entitled “_____ Agreement” dated as of _____, _____, as amended, between the County and Napa County Recycling & Waste Services, LLC, which has an exclusive franchise to collect, transport and dispose of all garbage and rubbish, including recyclable materials, in the unincorporated areas of the County in the manner and at the rates established by the County;
- (b) an agreement entitled “_____ Agreement” dated as of _____, _____, between the City of American Canyon and Recology American Canyon, which has an exclusive franchise to collect, transport and dispose of all garbage and rubbish, including recyclable materials, in the City of American Canyon in the manner and at the rates established by the City of American Canyon;
- (c) an agreement entitled “_____ Agreement” dated as of _____, _____, between the City of Vallejo and Recology Vallejo, which has an exclusive franchise to collect, transport and dispose of all garbage and rubbish, including recyclable materials, in the City of Vallejo Canyon in the manner and at the rates established by the City of Vallejo.]

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Gross Revenues” means, for any period, all revenues, charges and fees received by the Authority from the operation of the Enterprise, including amounts payable to the Authority under the Operating Agreement and the Franchise Agreements, amounts released to the Authority from the Landfill Closure Trust Fund and the Napa-Vallejo Waste Management Authority Environmental Liabilities Trust Fund, proceeds resulting from the sale of assets of the Authority no longer necessary to the operation of the Enterprise, and interest earnings on the Revenue Fund and funds held by the Authority hereunder.

Notwithstanding the foregoing, “Gross Revenues” shall exclude (a) the proceeds of any ad valorem property taxes levied for the purpose of paying bonded indebtedness of the Authority and (b) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the Authority for the purpose of paying special assessment bonds or special tax obligations of the Authority.

“Integrated Waste Management Act” means the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 *et. seq.*), as it may be amended from time to time.

“Landfill Closure Trust Fund” means the trust of that name created under Integrated Waste Management Act, and held and maintained by any trustee thereof the Landfill Closure Trust Fund.

“Law” means any treaty or any Federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, policy, guideline, supervisory standard, order or decree of any court or other Governmental Authority.

“Lender” means Webster Bank, National Association, a national banking association organized and existing under the laws of the United States of America, and its successors or assigns.

“Loan” means the loan made by the Lender to the Authority under this Loan Agreement.

“Loan Agreement” means this Loan Agreement, between the Lender and the Authority, as may be amended in accordance with the terms hereof.

“Loan Repayment Date” means August 1 and February 1 in each year, commencing _____ 1, 2026, and continuing until repayment of the Loan in full.

“Loan Repayments” means all payments required to be paid by the Authority under Section 3.4, including any prepayment thereof under Section 6.1.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the Enterprise or the other assets, liabilities, condition (financial or otherwise), business, facilities or operations of the Authority, (b) the ability of the Authority to carry out its business in the manner conducted as of the date of this Loan Agreement or to meet or perform its obligations under this Loan Agreement on a timely basis, or (c) the validity or enforceability of this Loan Agreement.

“Maximum Annual Debt Service” means, as of the date of any calculation, the maximum sum obtained for the current or any future Fiscal Year during the Term of this Loan Agreement by totaling the aggregate amount of the following:

(a) Loan Repayments coming due in such Fiscal Year and

(b) the principal and interest coming due and payable in such Fiscal Year on any Parity Obligations then outstanding, including the principal amount coming due and payable by operation of mandatory sinking fund redemption.

“Net Revenues” means, for any Fiscal Year, all Gross Revenues received by the Authority for such Fiscal Year, less the Operation and Maintenance Costs for such Fiscal Year.

“Operating Agreement” means that certain agreement entitled “Amendment No. 1 to Amended and Restated Agreement 07-03 for Solid Waste Diversion, Transfer and Transport Services Between the Napa-Vallejo Waste Management Authority and Northern Recycling Operations & Waste Services, LLC,” dated December 6, 2018, and as it may be amended from time to time.

“Operation and Maintenance Costs” means the reasonable and necessary costs and expenses paid by the Authority for maintaining and operating the Enterprise, including but not limited to the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Enterprise in good repair and working order, and including but not limited to Post-Closure Costs, and administrative costs of the Authority attributable to the Enterprise and the financing thereof.

Notwithstanding the foregoing, “Operation and Maintenance Costs” exclude depreciation, replacement and obsolescence charges or reserves therefor, amortization of intangibles, pension and OPEB accruals, changes in the market value of investments, and all other bookkeeping entries of a similar nature.

“Post-Closure Costs” means post-closure maintenance and monitoring costs, as defined in the Integrated Waste Management Act, with respect to the American Canyon Sanitary Landfill.

“Parity Obligations” means any bonds, notes or other obligations of the Authority payable from and secured by a pledge of and lien of Net Revenues on a parity with the Loan Repayments, which are issued or incurred by the Authority in accordance with Section 4.7.

“Project” means the capital improvements to the Enterprise which are financed from the proceeds of the Loan, anticipated to consist of a new recycling facility for construction and demolition materials adjacent to the Authority’s Devlin Road Recycling and Transfer Facility, and any other capital improvement projects designated in writing by the Authority to the Lender hereafter.

“Project Costs” means all costs and expenses relating to the Project, including but not limited to the following:

- (a) obligations incurred or assumed for labor, materials and equipment in connection with the Project,
- (b) the costs of performance, labor and material bonds of insurance of all kinds that may be required or necessary during the course of constructing or equipping the Project, to the extent not purchased by contractors or subcontractors for the Project,
- (c) all costs of engineering services, including the costs incurred or assumed for preliminary design and development work, test borings, surveys, estimates, plans and specifications, and for supervising improvements as well as for the performance of all of the duties required by or consequent upon the proper improvement of the System, and all costs of architectural services in connection with the preparation of the plans and specification for the Project,
- (d) all expenses incurred in connection with the preparation and execution of this Loan Agreement and the performance of the duties of the Authority hereunder and related hereto,

- (e) all costs incurred in preparing or obtaining permits or approval from regulatory agencies in connection with the Project and the constructing and equipping of the Project, and
- (f) all other costs which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles and which will not affect the exemption from federal income taxes of interest on any of the Loan Repayments.

“Project Fund” means the fund by that name and established and held by the Authority under Section 3.2 for the purpose of disbursing the proceeds of the Loan to finance the acquisition and construction of the Project.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published thereunder.

“Term of this Loan Agreement” or “Term” means the time during which this Loan Agreement is in effect, as provided in Section 3.3.

SECTION 1.2. *Appendix A.* The following Appendix is attached to, and by reference made a part of, this Loan Agreement:

APPENDIX A: The schedule of Loan Repayments to be paid by the Authority during the Term.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

The Authority represents, warrants and covenants to the Lender as follows:

- (a) Due Organization and Existence. The Authority is a joint powers authority organized and existing under the Constitution and laws of the State of California.
- (b) Authorization. The Authority is authorized under the laws of the State of California to enter into this Loan Agreement, to enter into the transactions contemplated hereby and to carry out its obligations hereunder, and the Board of Directors of the Authority has duly adopted its resolution authorizing the execution and delivery of this Loan Agreement.
- (c) No Violations. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or

instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the Authority, other than as set forth herein.

- (d) Prior Indebtedness. The Authority has not issued or incurred any obligations which are currently outstanding having any priority in payment out of the Gross Revenues or Net Revenues over the payment of the Loan Repayments.
- (e) Financial Condition. The financial statements of the Authority for the year ended June 30, 2024, supplied to the Lender (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the Authority's financial condition as of the date of the statements. Other than as described in such financial statements or otherwise disclosed to the Lender, there has been no material adverse change in the Authority's financial condition subsequent to June 30, 2024.
- (f) No Financial Advisory or Fiduciary Relationship. The Authority represents, warrants and acknowledges that: (i) the transaction contemplated herein is an arm's length commercial transaction among the Authority and the Lender and its affiliates, (ii) in connection with such transaction, the Lender and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Authority, (iii) the Lender and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Lender and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Authority with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender, or any affiliate of the Lender, has provided other services or advised, or is currently providing other services or advising the Authority on other matters), (v) the Lender and its affiliates have financial and other interests that differ from those of the Authority, and (vi) the Authority has consulted with their own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.
- (g) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Authority or of the voters of the Authority, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority is necessary in connection with the execution and delivery of this Loan Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

- (h) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, or other Governmental Authority pending or, to the knowledge of the Authority, threatened against or affecting the Authority or the assets, properties or operations of the Authority which, if determined adversely to the Authority or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Loan Agreement or upon the financial condition, assets, properties or operations of the Authority, and the Authority is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other Governmental Authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement or the financial conditions, assets, properties or operations of the Authority.

- (i) No Defaults. The Authority has never not appropriated or defaulted under any of its payment or performance obligations or covenants, either under any loan agreement of the same general nature as this Loan Agreement, or under any of its bonds, notes, or other debt obligations.

- (j) Fee Title. The Authority is the owner in fee of title, or has necessary rights of access, to the property where the Enterprise is located. No lien or encumbrance on such property materially impairs the Authority's use of the property for the purposes for which it is, or may reasonably be expected to be, used.

- (k) Accuracy of Information. All information, reports and other papers and data furnished by the Authority to the Lender were, at the time the same were so furnished, complete and accurate in all material respects and insofar as necessary to give the Lender a true and accurate knowledge of the subject matter and were provided in expectation of the Lender's reliance thereon in entering into the transactions contemplated by this Loan Agreement. No fact is known to the Authority which has had or, so far as the Authority can now reasonably foresee, may in the future have a material adverse effect on the Authority, which has not been set forth in the financial statements previously furnished to the Lender or in other such information, reports, papers and data or otherwise disclosed in writing to the Lender prior to the Closing Date. Any financial, budget and other projections furnished to the Lender by the Authority or its or their agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at the time of delivery of such financial, budget or other projections, and represented, and as of the date of this representation, represent the Authority's best estimate of its future financial performance.

- (l) Rate Setting. The Authority is empowered to set rates, fees and charges for the services furnished by the Enterprise without review or approval by any state or local government agency.
- (m) Environmental Laws. In the ordinary course of its business, the Authority conducts an ongoing review of Environmental Laws on the business, operations and the condition of its property, in the course of which it identifies and evaluates associated liabilities and costs (including, but not limited to, any capital or operating expenditures required for clean-up or closure of properties currently or previously owned or operated, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, any related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted thereat and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). On the basis of such review, the Authority does not believe that Environmental Laws are likely to have a Material Adverse Effect.
- (n) No Sovereign Immunity. The Authority is not entitled to claim immunity on the grounds of sovereignty or other similar grounds (including, without limitation, governmental immunity) with respect to itself or its revenues (irrespective of their use or intended use) from (i) any action, suit or other proceeding arising under or relating to this Loan Agreement, (ii) relief by way of injunction, order for specific performance or writ of mandamus or for recovery of property or (iii) execution or enforcement of any judgment to which it or its revenues might otherwise be made subject in any action, suit or proceeding relating to this Loan Agreement, and no such immunity (whether or not claimed) may be attributed to the Authority or its revenues.
- (o) Insurance. As of the Closing Date, the Authority maintains such insurance, including self-insurance, as is required by Section 4.3.
- (p) Anti-Corruption Laws. The Authority and its respective officers and directors and to the knowledge of the Authority, its employees and agents, are in compliance with Anti-Corruption Laws in all material respects. None of (i) the Authority, any of its directors or officers or employees, or (ii) to the knowledge of the Authority, any agent of the Authority that will act in any capacity in connection with or benefit from the Loan established hereby, is a sanctioned person (as defined in the Anti-Corruption Laws). The transaction contemplated by this Loan Agreement does not violate Anti-Corruption Laws.
- (q) Compliance with Laws. The Authority is in compliance with all laws applicable to the Authority, non-compliance with which could reasonably be expected to have a Material Adverse Effect.

In the operation of the Enterprise, the Authority will comply with all applicable state, federal, and local statutes and regulations, and shall obtain all permits required thereunder. Because the facilities comprising the Enterprise are owned by the Authority, as a joint powers authority comprised solely of a county and three municipalities, none of the facilities comprising the Enterprise are subject to any local zoning or building regulations. In particular, no County use permits are required for the facilities comprising the Enterprise and any subdivisions of land involved in the construction of any improvements to the Enterprise have been determined by the Authority's legal counsel to be exempt from the requirement of filing any subdivision map under the Subdivision Map Act and local ordinances promulgated thereunder.

- (r) No Material Breach. The Authority is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State of California or of the United States or any agency or instrumentality of either or any judgment or decree or any loans, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject (including, without limitation, this Loan Agreement), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the execution and delivery of this Loan Agreement and compliance with the Authority's obligations herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, indenture, agreement, mortgage, lease or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instruments, except as provided by this Loan Agreement.

- (s) Consents and Approvals. All consents, approvals, authorizations, orders, licenses or permits of any Governmental Authority, legislative body, board, agency or commission having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the making or accepting of this Loan Agreement and the execution, delivery of and performance of this Loan Agreement by the Authority have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of this Loan Agreement, as to which no representation is made).

ARTICLE III TERMS OF THE LOAN

SECTION 3.1. *Obligation to Make Loan; Amount of Loan.* The Lender hereby agrees to lend to the Authority, and the Authority hereby agrees to borrow from the Lender, the Loan in the amount of \$_____ under the terms and provisions set forth in this Loan Agreement.

SECTION 3.2. *Application of Loan Proceeds.*

(a) Transfers to Project Fund and Costs of Issuance. The Lender hereby agrees on the Closing Date to wire:

(i) \$_____ to the Authority for deposit into the Project Fund established and held by the Authority under this Loan Agreement; and

(ii) \$_____, constituting the remainder of the proceeds of the Loan, to the payees set forth in a written certificate or closing memorandum signed by an authorized officer of the Authority and delivered to the Lender, as costs of issuance of this Loan Agreement.

(b) Payment of Fees. The fees and disbursements of counsel to the Authority, the fees and disbursements of the Authority's municipal advisor, fees of the California Debt and Investment Advisory Commission (CDIAC), and other miscellaneous expenses of the Authority incurred in connection with this Loan Agreement (if any) shall all be the obligation of the Authority. The Lender shall have no responsibility for any expenses incurred by the Authority associated with this Loan Agreement, including, but not limited to, the expenses identified above as the obligation of the Authority; provided, however, that at the request of the Authority, the Lender may facilitate the direct payment of such expenses on behalf of the Authority as a component of the proceeds of the Loan.

(c) Use of Moneys in Project Fund. The Project Fund is hereby established as a separate fund to be held by the Authority. All money deposited in the Project Fund shall be used by the Authority for the payment of the costs of the acquisition and construction of the Project (or for making reimbursements to the Authority for such costs previously paid by the Authority), including payment of costs incidental to, or connected with, such acquisition and construction. The Authority shall maintain records of each expenditure made from amounts withdrawn from the Project Fund. Upon completion of the Project, as determined in the sole discretion of the Authority, amounts remaining in the Project Fund (if any) shall be withdrawn by the Authority from the Project Fund and used to pay the interest component of the Loan Repayments when and as due.

SECTION 3.3. *Term.* The Term of this Loan Agreement commences on the Closing Date, and ends on the date on which the Loan is paid in full or provision for such payment is made as provided herein.

SECTION 3.4. *Loan Repayments.*

(a) Obligation to Pay. The Authority hereby agrees to repay the Loan to the Lender in the aggregate principal amount of \$_____, together with interest on the unpaid principal balance thereof.

(b) Payments. Interest on the unpaid principal balance of the Loan shall be calculated at a rate of interest of _____% on the basis of a 360-day year of twelve 30-day months, and the Loan Repayments shall be payable to the Lender by wire transfer or other form of electronic payment in accordance with written instructions provided by the Lender or, with the Lender's consent, by such other commercially reasonable method of payment, in the amounts set forth on Appendix A.

(c) Default Rate. If an Event of Default under this Loan Agreement occurs, the Authority agrees to pay amounts due the Lender with interest thereon, to the extent permitted by law, from the occurrence thereof to the applicable date of payment at the rate of _____% per annum.

(d) Taxable Rate. From and after an Event of Taxability, following a Determination of Taxability, interest on the unpaid principal balance of the Loan shall be calculated at a rate of interest of _____%, calculated on the basis of a 360-day year of twelve 30-day months. In such event, the Loan Repayment schedule shall be updated in Appendix A.

(e) Optional Prepayment; Security Deposit. The Loan Repayments may be optionally prepaid and/or a security deposit may be made by the Authority with respect to some or all of the Loan Repayments in accordance with Article VI.

SECTION 3.5. *Nature of Authority's Obligations.*

(a) Special Obligation. The Authority's obligation to pay the Loan Repayments is a special obligation of the Authority limited solely to the Net Revenues. Under no circumstances is the Authority required to advance moneys derived from any source other than the Net Revenues for the payment of the Loan Repayments, and no other funds or property of the Authority are liable for the payment of the Loan Repayments. Notwithstanding the foregoing, nothing prohibits the Authority voluntarily from making any payment hereunder from any source of legally available funds of the Authority.

(b) Obligations Absolute. The obligation of the Authority to pay the Loan Repayments from the Net Revenues and the obligation of the Authority to perform and observe the other agreements contained herein, are absolute and unconditional and are not subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the Authority or the Lender of any obligation to the Authority or otherwise with respect to the Enterprise, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the Authority by the Lender. Until all of the Loan Repayments have been fully paid or prepaid, the Authority:

- (i) will not suspend or discontinue payment of any Loan Repayments,
- (ii) will perform and observe all other agreements contained in this Loan Agreement, and

- (iii) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Enterprise, sale of the Enterprise, the taking by eminent domain of title to or temporary use of any component of the Enterprise, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of California or any political subdivision of either thereof or any failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

SECTION 3.6. *Pledge and Application of Net Revenues.*

(a) Pledge. All of the Net Revenues are hereby irrevocably pledged to the punctual payment of the Loan Repayments, on a parity with the pledge and lien which secures the Parity Obligations. The Net Revenues may not be used for any other purpose so long as the Loan Repayments remain unpaid; except that out of the Net Revenues there may be apportioned such sums, for such purposes, as are expressly permitted by this Section 3.6.

Pursuant to Section 5451 of the Government Code of the State of California, the pledge of the Net Revenues by the Authority for the repayment of the principal and interest components of the Loan Repayments constitutes a first lien and security interest which immediately attaches to the Net Revenues, and is effective and binding against the Authority and its successors and creditors and all others asserting rights therein irrespective of whether those parties have notice of the pledge, irrespective of whether such amounts are or may be deemed to be a fixture and without the need for physical delivery, recordation, filing or further act.

(b) Deposit of Gross Revenues; Transfers to Make Loan Repayments. The Authority has heretofore established a special fund designated the "Enterprise Fund," which the Authority agrees to continue to maintain so long as any Loan Repayments remain unpaid. The Authority shall continue to deposit all Gross Revenues in the Enterprise Fund promptly upon the receipt thereof. All Gross Revenues will be held by the Authority in the Enterprise Fund in trust for the benefit of the Lender and for the benefit of the holders of Parity Obligation, subject to the prior application thereof for Operation and Maintenance Costs. The Authority shall apply amounts in the Enterprise Fund as set forth in this Loan Agreement, and in the Parity Obligations. The Authority shall apply amounts on deposit in the Enterprise Fund to pay when due the following amounts in the following order of priority:

- (i) all Operation and Maintenance Costs;
- (ii) the Loan Repayments, and all payments of principal of and interest on any Parity Obligations;
- (iii) any other payments required to comply with the provisions of this Loan Agreement and the Parity Obligations; and

(iv) any other purposes authorized under subsection (d) of this Section.

(c) No Preference or Priority. Payment of the Loan Repayments and the principal of and interest on any Parity Obligation shall be made without preference or priority. If the amount of Net Revenues on deposit in the Enterprise Fund is at any time insufficient to enable the Authority to pay when due the Loan Repayments and the principal of and/or interest on any Parity Obligation, such payments shall be made by the Authority on a pro rata basis.

(d) Other Uses Permitted. The Authority shall manage, conserve and apply the Gross Revenues in such a manner that all deposits required to be made under the preceding provisions of this Section 3.6 will be made at the times and in the amounts so required. Subject to the foregoing sentence and Section 4.7, so long as no Event of Default has occurred and is continuing hereunder, the Authority may at any time and from time to time use and apply the Gross Revenues for (i) the acquisition and construction of improvements to the Enterprise; (ii) the prepayment of any Parity Obligation to the extent permitted by the applicable Parity Obligations, or (iii) any other lawful purpose of the Authority.

ARTICLE IV COVENANTS OF THE AUTHORITY

SECTION 4.1. *Release and Indemnification Covenants*. The Authority shall indemnify and hold the Lender and its officers, agents, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on or about the Enterprise by the Authority,
- (b) any breach or default on the part of the Authority in the performance of any of its obligations under this Loan Agreement,
- (c) any intentional misconduct or negligence of the Authority or of any of its agents, contractors, servants, employees or licensees with respect to the Enterprise, and
- (d) any intentional misconduct or negligence of any lessee of the Authority with respect to the Enterprise.

No indemnification is made under this Section 4.1 or elsewhere in this Loan Agreement for willful misconduct, gross negligence, or breach of duty under this Loan Agreement by the Lender, its officers, agents, employees, successors or assigns. The provisions of this Section shall survive the termination of this Loan Agreement.

SECTION 4.2. *Sale or Eminent Domain of Enterprise*. Except as provided herein, the Authority covenants that the Enterprise will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a

whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the Authority to pay the Loan Repayments or any Parity Obligation or would materially adversely affect its ability to comply with the terms of this Loan Agreement and the Parity Obligations. The Authority shall not enter into any agreement which impairs the operation of the Enterprise or any part of it necessary to secure adequate Net Revenues to pay the Loan Repayments or any Parity Obligation, or which otherwise would impair the rights of the Lender with respect to the Net Revenues. If any substantial part of the Enterprise is sold, the payment therefor must either (a) be used for the acquisition or construction of improvements and extensions or replacement facilities or (b) be applied to prepay or fund a security deposit for the Loan Repayments and any Parity Obligation.

Any amounts received as awards as a result of the taking of all or any part of the Enterprise by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the Authority, shall either (a) be used for the acquisition or construction of improvements and extension of the Enterprise, or (b) be applied to prepay or fund a security deposit for the Loan Repayments and any Parity Obligation.

SECTION 4.3. *Insurance.* The Authority shall at all times maintain with responsible insurers all such insurance on the Enterprise as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the Enterprise. If any useful part of the Enterprise is damaged or destroyed, such part shall be restored to usable condition. All amounts collected from insurance against accident to or destruction of any portion of the Enterprise shall be used to repair or rebuild such damaged or destroyed portion of the Enterprise, and to the extent not so applied, shall be applied to pay the Loan Repayments or any Parity Obligation in the manner provided in this Loan Agreement and the Parity Obligations.

The Authority shall also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the Authority and the Lender.

Any insurance required to be maintained hereunder may be maintained by the Authority in the form of self-insurance or in the form of participation by the Authority in a program of pooled insurance. The Authority shall cause evidence of the insurance required by this Section to be provided to the Lender upon request.

SECTION 4.4. *Records and Accounts; Audited Financials; Budget.* The Authority shall keep proper books of records and accounts of the Enterprise, separate from all other records and accounts, in which complete and correct entries are made of all transactions relating to the Enterprise. Said books shall, upon prior request, be subject to the reasonable inspection of the Lender.

The Authority shall cause its books and accounts to be audited annually by an independent certified public accountant or firm of certified public accountants, and shall furnish a copy of such report to the Lender not more than nine months after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2025). If the Authority's audited financial statements are not available within nine months after the close of a Fiscal Year, the Authority will furnish unaudited financial statements to the Lender within such period, and will then supply such audit promptly upon the availability thereof.

In addition, the Authority shall provide to the Lender a copy of the Authority's annual budget, as adopted or amended, within 60 days of such adoption or amendment.

SECTION 4.5. *Rates and Charges.*

(a) The Authority shall fix, prescribe and revise rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year that are sufficient to yield Gross Revenues sufficient to pay the following:

(i) Operation and Maintenance Costs estimated by the Authority to become due and payable in such Fiscal Year; and

(ii) Loan Repayments and all payments of principal of and interest on any Parity Obligations becoming due and payable in such Fiscal Year; and

(iii) all other payments required for compliance with this Loan Agreement and any Parity Obligations; and

(iv) all payments required to meet any other obligations of the Authority which are charges, liens, encumbrances upon or payable from the Gross Revenues.

(b) The Authority shall fix, prescribe and revise rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year that are sufficient to yield Net Revenues at least equal to 1.1 times the Loan Repayments and all payments of principal of and interest on any Parity Obligations becoming due and payable in such Fiscal Year.

(c) The Authority shall fix, prescribe and revise rates, fees and charges for the services and facilities furnished by the Enterprise during each Fiscal Year that are sufficient to yield Net Revenues, together with any fund balances legally available for payment of debt service and not budgeted to be expended during the upcoming fiscal year (excluding the Landfill Closure Trust Fund) at least equal to 2.0 times the Loan Repayments and all payments of principal of and interest on any Parity Obligations becoming due and payable in such Fiscal Year.

SECTION 4.6. *No Priority for Additional Obligations; Compliance with Parity Obligations.* The Authority may not issue or incur any bonds or other obligations having any priority in payment of principal or interest out of the Net Revenues over the Loan Repayments. The Authority shall observe and perform all of the covenants, agreements and conditions on its part required to be observed and performed under the Parity Obligations. The Authority shall not take or omit to take any action within its control which would, or which if not corrected with the passage of time would, constitute an event of default under any Parity Obligations.

SECTION 4.7. *Issuance of Additional Parity Obligation.* The Authority is hereby permitted to issue or incur any Parity Obligation upon the satisfaction of the following conditions precedent:

- (a) The Authority is not then in default under the terms of this Loan Agreement.
- (b) The amount of Net Revenues as shown by the books of the Authority for the latest Fiscal Year for which audited financial statements are available, or as shown by the books of the Authority for any more recent 12-month period selected by the Authority, are at least equal to 1.25% of Maximum Annual Debt Service. For purposes of determining the amount of Net Revenues under this subsection (b), such amount may be increased by any or all of the following amounts as determined by the Authority:
 - (i) an allowance for Net Revenues from any additions or improvements to or extensions of the Enterprise to be made by the Authority during the 36 month period following the issuance of such Parity Obligation, in an amount equal to 90% of the estimated additional average annual Net Revenues to be derived from all properties which are improved with a structure the construction of which has been completed prior to the date of issuance of such Parity Obligation and to which service will be provided by such additions, improvements and extensions; and
 - (ii) an allowance for Net Revenues arising from any increase in the charges made for service from the Enterprise which has been approved by the Authority prior to the incurring of such Parity Obligation but which was not in effect during the Fiscal Year or other 12-month period described above, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or other 12-month period.
- (c) The Authority shall file with the Lender a written certificate to the effect that all of the foregoing conditions have been met.

SECTION 4.8. *Assignment by the Lender.* The Lender has the right to assign its interests herein to an affiliate or to a bank, insurance company or other financial institution, or an affiliate of any such entity, but no such assignment will be effective as against the Authority unless and until the Lender provides the Authority written notice thereof and provides to the Authority a letter of representations of the assignee in form and substance acceptable to the Authority. The Authority shall pay all Loan Repayments hereunder under the written direction of the Lender named in the most recent assignment or notice of assignment provided to the Authority. During the Term of this Loan Agreement, the Authority shall keep a complete and accurate record of all such notices of assignment.

SECTION 4.9. *Assignment by the Authority.* Neither the Loan nor this Loan Agreement may be assigned by the Authority, other than to a public agency which succeeds to the interests of the Authority in and to the Enterprise and which (by operation of law, by contract or otherwise) becomes legally bound to all of the terms and provisions hereof.

SECTION 4.10. *Amendment of this Loan Agreement.* This Loan Agreement may be amended pursuant to a written amendment by and between the Authority and the Lender.

SECTION 4.11. *Tax Covenants.*

(a) Generally. The Authority shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Loan Repayments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The Authority shall assure that the proceeds of the Loan are not so used as to cause the Loan to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The Authority may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Loan Repayments to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The Authority may not take, or permit or suffer to be taken, any action with respect to the proceeds of the Loan Repayments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Loan Repayments to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(e) Arbitrage Rebate. The Authority shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Loan.

(f) Acquisition, Disposition and Valuation of Investments. Except as otherwise provided in the following sentence, the Authority covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Loan Agreement, or otherwise containing gross proceeds of the Loan (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Loan Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at their present value (within the meaning of section 148 of the Tax Code).

For purposes of this subsection, the term “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a

specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the Authority and related parties do not own more than 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1. *Events of Default Defined.* The following are Events of Default under this Loan Agreement:

- (a) Failure by the Authority to pay any Loan Repayment or other payment required hereunder when due.
- (b) Failure by the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 60 days after written notice specifying such failure and requesting that it be remedied has been given to the Authority by the Lender; *provided, however*, that the Lender may, upon written request of the Authority prior to the expiration of such 60-day period, consent to an extension of such time in order to cure such failure if corrective action has been instituted by the Authority and is being thereafter diligently pursued and will, in the reasonable judgment of the Lender, be diligently pursued until the default is corrected
- (c) The filing by the Authority of a voluntary petition in bankruptcy, or failure by the Authority promptly to lift any execution, garnishment or attachment, or adjudication of the Authority as a bankrupt, or assignment by the Authority for the benefit of creditors, or the entry by the Authority into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Authority in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 5.2. *Remedies on Default.* Upon the occurrence and during the continuance of an Event of Default, the Lender may pursue any available remedy at law or in equity to collect the Loan Repayments then due or thereafter to become due during the Term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the Authority under this Loan Agreement.

SECTION 5.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Lender is exclusive, and every such remedy is cumulative and in addition

to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article V it is not necessary to give any notice, other than such notice as may be required in this Article V or by law.

SECTION 5.4. *Agreement to Pay Attorneys' Fees and Expenses.* If either party to this Loan Agreement defaults under any of the provisions hereof and the nondefaulting party employs attorneys (including in-house counsel) or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including those of in-house counsel) and such other expenses so incurred by the nondefaulting party.

SECTION 5.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Loan Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VI SECURITY DEPOSIT; DISCHARGE OF AUTHORITY'S OBLIGATIONS; OPTIONAL PREPAYMENT

SECTION 6.1. *Security Deposit; Discharge of Authority's Obligations.* Notwithstanding any other provision of this Loan Agreement, the Authority may (but is not required to) on any date secure the payment of Loan Repayments in whole or in part, by irrevocably depositing with the Lender, a trustee, escrow agent or other fiduciary an amount of cash which, together with other available amounts, is invested in whole or in part in Federal Securities in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay all such Loan Repayments when due, as the Authority instructs at the time of the deposit.

In the event of a security deposit under this Section 6.1 for the payment in full of all remaining Loan Repayments, (i) the Authority hereby grants a first priority security interest in and lien on the security deposit and all proceeds thereof in favor of the Lender, and (ii) the pledge of Net Revenues and all other security provided by this Loan Agreement for said obligations will cease and terminate, excepting only the obligation of the Authority to make, or cause to be made, all of Loan Repayments from such security deposit.

SECTION 6.2. *Optional Prepayment.* Without limiting Section 6.1, the Authority has the right at its option to prepay the Loan Repayments, in whole [but not in part][or in part], on any Loan Repayment Date commencing August 1, 20____, at a prepayment price equal to the principal amount of Loan Repayments prepaid, plus the premium set forth in the following table, together with accrued interest thereon to the date of prepayment:

Loan Repayment Dates

Prepayment Premium

Notice of prepayment, which may be conditioned upon receipt of funds, shall be given by the Authority not less than 30 days prior to the prepayment date, to the Lender pursuant to this Loan Agreement. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the Lender receives such notice. Repayments of Loan Repayments in part shall be applied to the principal component of remaining Loan Repayments as directed by the Authority.

ARTICLE VII MISCELLANEOUS

SECTION 7.1. *Notices; Address for Loan Repayments.* Any notice, request, complaint, demand or other communication under this Loan Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopier or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopier or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Lender or the Authority may, by written notice to the other, from time to time modify the address or number to which communications are to be given hereunder.

If to the Authority: Napa-Vallejo Waste Management Authority
c/o Napa County
1195 Third Street
Napa, California 94559-3082
Attention: Executive Director

If to the Lender: Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, NY 10017
Attention: Public Sector Finance

SECTION 7.2. *Binding Effect.* This Loan Agreement inures to the benefit of and is binding upon the Lender and the Authority and their respective successors and assigns.

SECTION 7.3. *Severability.* If any provision of this Loan Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 7.4. *Further Assurances and Corrective Instruments.* The Lender and the Authority shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further

instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

SECTION 7.5. *Execution in Counterparts.* This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.6. *Applicable Law.* This Loan Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 7.7. *Captions.* The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Loan Agreement.

SECTION 7.8. *Waiver of Sovereign Immunity.* To the extent permitted by law, the Authority hereby expressly waives, and agrees not to claim, any sovereign immunity in any suits or judicial proceedings related to or arising out of this Loan Agreement.

SECTION 7.9. *Net-net-net Contract.* This Loan Agreement is a “net-net-net” contract, and the Authority hereby agrees that the Loan Repayments are an absolute net return to the Lender, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 7.10. *Waiver of Jury Trial.*

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE AUTHORITY AND THE LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LOAN AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE AUTHORITY FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY ENTERED INTO THIS LOAN AGREEMENT TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE LENDER TO ENTER INTO THIS LOAN AGREEMENT.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the parties agree to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Loan Agreement to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee’s decision will stand as the decision of the court. Such judgment will be entered on the referee’s statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the parties cannot agree upon a referee, the referee will be appointed by the court. The fees and expense of any referee appointed in such action or proceeding shall be borne by the party who does not prevail, as determined by the referee.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be executed in its name by its duly authorized officer and the Authority has caused this Loan Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

**WEBSTER BANK, NATIONAL
ASSOCIATION, as lender**

By: _____

**NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency
as borrower**

By: _____
MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>September 9, 2025</u> PL Doc. No. 138571</p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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APPENDIX A

SCHEDULE OF LOAN REPAYMENTS
(Principal amount: \$ _____; Interest rate: _____%)*

Loan Repayment Date	Principal Component	Interest Component**	Total Loan Repayment
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Totals	\$	\$	\$
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* The interest rate above assumes no Event of Default or Event of Taxability has occurred.
** Calculated assuming a 360-day year consisting of twelve 30-day months.

Napa-Vallejo Waste Management Authority
 Summary of Lender Request for Term Sheets

	1	2	3	4
Lender/Contacts:	<u>Bank of Marin</u>	<u>Banner Bank</u>	<u>BMO</u>	<u>Columbia Bank</u>
	Christina Perez 707-265-2021	Maik Aagaard 509-957-5320	Ted Neu 212-748-9879	Dan Campbell 916-213-0880
Interest Rate:	10 yrs: 4.6215% 15 yrs: 4.74%	10 yrs: 4.42% 15 yrs: 4.59%	10 yrs: 4.80% 10 yrs with 15-yr amort. schedule: 4.95%	15 yrs: 4.67%
Rate Expiration:	Rate locked until 10/8/2025.	Rate expires on 10/15/25.	As of 9/9/25, locked 2 days before closing.	Rate lock 2 weeks before closing.
Prepayment Terms:	Yrs. 1: 105% Yrs. 2: 104% Yrs. 3: 103%	Prepayment in whole or in part at any time with no prepayment penalty.	"Make-whole" pre-payment provision.	Yrs. 1-3: 103% Yrs. 4-6: 102% Yrs. 7-9: 101%
Fees:	1% of loan amount, estimated at \$202,000. Bank Counsel (Kutak): \$12,500.	One-time fee of \$20,000. Bank Counsel: Mardikes: \$15,000 (estimate)	Bank Counsel: Nixon: \$12,500 est., Capped at \$15,000.	Bank Counsel: Nixon: \$12,500 est., Capped at \$15,000.
Credit Approval:	Subject to credit approval.	Subject to credit approval.	Subject to credit approval.	Subject to credit approval.
Other:	Commercial security agreement. UCC filing of first priority of all assets. Many reporting requirements. Proceeds funded to Bank of Marin account.	Structured as draw-down, \$100k minimum. Default interest rate +2.00%.	Amounts outstanding at end of 15-yr option could be paid in full or refinanced.	Deposit requirement of payment account.

	5	6	7
Lender/Contacts:	<u>EverBank</u>	<u>Webster Bank</u>	<u>Western Alliance</u>
	Trevor Mael 530-392-2127	John Riddle 949-370-2907 (c)	Jake Smith 303-949-4580
Interest Rate:	10 yrs: 4.31% 15 yrs: 4.54%	10 yrs: 3.8% 15 yrs: 4.15%	10 yrs: 4.94% 15 yrs: 5.19%
Rate Expiration:	Rate locked for 60 days (until 11/7/25).	Rate locked through anticipated closing date.	Rate locked 2 weeks before closing. SEE NOTES BELOW.
Prepayment Terms:	<u>10-yr Term:</u> Yrs. 1-2: 103% Yrs. 3-4: 102% Yrs. 5: 101% Starting yr. 6: 100% <u>15-yr Term:</u> Yrs. 1-2: 103% Yrs. 3-4: 102% Yrs. 5-6: 101% Starting yr. 7: 100% Prepayment on any payment date.	<u>10-yr Term:</u> Yrs. 1-5: No call Starting yr. 6: 100% <u>15-yr Term:</u> Yrs. 1-5: No call Yrs. 6-7: 101% Starting yr. 8: 100% Prepayment in whole only on any payment date.	Prepayment in whole on any date after 2/1/2028 with no prepayment penalty.
Fees:	Bank Counsel: Nixon: \$12,500 est., capped at \$15,000. Cost of issuance administration: \$500	Bank Counsel: Gilmore & Bell, NTE \$12,000.	Bank Counsel: NTE \$15,000.
Credit Approval:	Subject to credit approval.	Subject to credit approval.	Subject to credit approval.
Other:	Default interest rate +3.00%. Term sheet expires in 5 business days, 9/13/25.	Term sheet expires 9/15/25.	Rate may be locked 30 days in advance 20 basis point fee and increase of 2 bps to borrowing rate.



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1413

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Agreement No. 2026-03 Construction & Demolition Facility Project No. 17810

RECOMMENDATION

Executive Director requests the following actions related to Construction & Demolition Facility Project No. 17810:

1. Approve the Plans and Specifications for Construction & Demolition Facility Project;
2. Award Construction Contract No. 2026-03 for Construction & Demolition Facility Project to the lowest bidder, Modern Building Inc. in the amount of \$30,212,690.97.
3. Authorize the Chair to sign Construction Contract 2026-03 with Modern Building Inc.;
4. Authorize the Executive Director to issue change orders to the contract in accordance with Public Contract Code section 20142, in an amount not to exceed \$210,000 per change order; and
5. Authorize the Executive Director to file a Notice of Completion with the County Recorder upon successful completion of the project.

EXECUTIVE SUMMARY

The Napa-Vallejo Waste Management Authority (Authority) proposes to construct a new facility for processing Construction and Demolition (C&D) waste materials at its Devlin Road Transfer Station (DRTS) Facility in American Canyon. The goals of this project are:

1. To enable DRTS to provide additional processing capability and increase recovery of recyclable material. This will:
 - Help meet diversion goals.
 - Help increase revenue from recycling.

- 2. To move the current outdoor C&D processing operation into a dedicated building in order to:
 - Decrease environmental impacts by containing noise, dust and odors,
 - Improve the overall safety for its site personnel and customers,
 - Reduce the potential for pollutants to enter the storm drain system,
 - Improve traffic circulation and reduce wait time, and
 - Enhance the surrounding neighborhood by limiting the view of the operation by the public.

The planned operational improvements will enable DRTS to increase recovery of recyclables and diversion of additional materials for reuse and other beneficial re-purposing.

On June 3, 2025, the Authority received seven bids for the construction of a new Construction & Demolition (C&D) Facility at the Devlin Road Transfer Station. Bids ranged from \$31.8 million to \$38.0 million. On July 21, 2025, the Board rejected all bids at staff's request due to concerns with the lowest bid and potential issues with the bid documents identified by various parties, which have since been addressed.

The C&D Facility Project was re-advertised for bid on July 24, 2025 and July 31, 2025 in the Napa Valley Register and Vallejo Times Herald, as well as the County's Public Works website. A project site walk-through was conducted at various dates, but most recently on August 7, 2025, and ten bids were submitted and opened on August 26, 2025. The lowest bid received was from Modern Building, Inc. with a total bid amount of \$30,212,690.97. The Engineer's Estimate was \$32,000,000.

Staff recommends approval of Plans and Specifications and award of the contract for the Construction and Demolition Facility, No. 17810, to Modern Building, Inc. in the amount of \$30,212,690.97. Plans and Specifications and bid results are available at:

<https://www.countyofnapa.org/bids.aspx?bidID=446>

This action will also authorize the Executive Director to issue change orders to the contract, up to \$210,000 per change order pursuant to Public Contract Code section 20142. Any change order larger than this amount will need approval from the Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	Account 8101000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Will improve dust control, stormwater quality, recycling efficiency, safety and aesthetics.
Is the general fund affected?	Yes
Future fiscal impact:	Will have an impact on our yearly revenue surplus for approximately the next fifteen years.
Consequences if not approved:	The C&D Facility would not be built, therefore environmental and diversion would be impacted.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: On August 6, 2020, the Authority adopted the Final IS/Addendum, the mitigation measures and the mitigation monitoring program for the Project pursuant to Resolution No. 2021-02. This subsequent discretionary approval related to the Project does not involve any change in circumstances, project changes, or new information of substantial importance which would warrant further environmental review pursuant to CEQA Guidelines section 15162.



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1020

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Third Amendment to Agreement 2023-02 for design of new C&D Building

RECOMMENDATION

Approval and authorization for the Chair to sign the Third Amendment to Agreement 2023-02 with Sonoma RSA, Inc. dba RSA+, for continued architectural and engineering support during construction of the C&D Building at the Devlin Road Transfer Station, Project #17810, increasing the maximum contract amount by \$1,389,000.

EXECUTIVE SUMMARY

RSA+ was originally hired by the Authority on July 14, 2022, to design the new C&D Building. Through this Agreement No. 2023-02 and two prior amendments, RSA+ prepared the plans and specifications and provided support to the Authority during the bidding phase of the project.

The proposed third amendment to the Agreement will retain RSA+ services during construction of the project to answer questions and review submittals, ensure construction follows the project design, monitor compliance with stormwater requirements, and assist with the closeout of the Project. The complete scope of services added by the third amendment is described in the letter from RSA+ to the Authority dated December 23, 2024, as revised on September 4, 2025, included with this agenda item. The estimated cost of these additional services is \$1,389,000 though the actual cost will depend on the level of effort needed during construction. The new maximum contract amount will be \$3,609,000.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	8100-8101000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	RSA+ will provide the necessary assistance to ensure the facility is properly built.
Is the general fund affected?	Yes
Future fiscal impact:	None.
Consequences if not approved:	Authority's ability to ensure the project is constructed according to the design's specifications will be significantly compromised.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: On August 6, 2020, the Authority adopted the Final IS/Addendum, the mitigation measures and the mitigation monitoring program for the Project pursuant to Resolution No. 2021-02. This subsequent discretionary approval related to the Project does not involve any change in circumstances, project changes, or new information of substantial importance which would warrant further environmental review pursuant to CEQA Guidelines section 15162.

	RSA+	CONSULTING CIVIL ENGINEERS + SURVEYORS +	SERVING CALIFORNIA SINCE	1980	1515 FOURTH STREET NAPA, CALIFORNIA 94559 FAX 707 252.4966 OFFICE 707 252.3301
	HUGH LINN, PE, QSD, QSP PRINCIPAL + PRESIDENT <hr/> hLinn@RSAcivil.com		CHRISTOPHER TIBBITS, PE, LS PRINCIPAL + VICE PRESIDENT <hr/> cTibbits@RSAcivil.com		
707 252.3301 RSAcivil.com					

#4124470.1 – 18

December 23, 2024

Revised: September 4, 2025

Napa-Vallejo Waste Management Authority
 Attn: Executive Director
 c/o: Auditor Controller’s Office
 1195 Third Street, Suite B10
 Napa, CA 94559

RE: C&D Building – Devlin Road Transfer Station
 Amendment #2 (RSA+ Project #4122045.0)

To Whom It May Concern:

The purpose of this letter is to provide a second addendum to our original Agreement dated July 14, 2022. The additional scope of services and associated fees are as follows:

A. Consultant agrees to perform the following additional scope of services:

4. **Construction Phase Services.** RSA+ will provide construction assistance for the project. The scope listed below describes the services to be provided upon bid award to project close-out.
 - a. **Continued Bidding Assistance.** *RSA+ will provide continued bidding assistance for the re-bidding of the project. This task includes amendments to the project plans, specification and bid schedule to accommodate the changes required as part of the first bid conclusion. Additionally, the fee includes assistance during the re-bidding including attendance at a pre-bid meeting, review and responding to all questions, preparing addenda and analyzing bids post bid opening.*
 - b. **Construction Assistance, Observations, and Inspections:** *RSA+ and its team of consultants will provide the following services in parallel with the construction management team:*
 - i. Project start-up assistance, including attendance at pre-construction meetings.
 - ii. RSA+ will attend outside meetings as requested (utility agencies, Authority meetings, County meetings, American Canyon public works, etc.).
 - iii. RSA+ will attend regular Owner Architect Contractor (OAC) meetings with the design leads, General Contractor, Construction Manager (CM), and the Authority.
 - iv. RSA+ will assist with coordination between the project and the municipalities and other jurisdictions which interface with the project.

- v. RSA+ will assist the CM and the Authority with quarterly budget reports, and any other as-needed documentation.
- vi. RSA+ will coordinate the contractor's submittals, RFI's, Substitutions, and Change Orders. We will review and forward them to the Design Team to be acted upon promptly. All submittals, RFI's, Substitutions, and Change Orders are logged and tracked in General Contractor's online CPM (Critical Path Management) system. Tracking of RFIs and Submittals will be an agenda item at the weekly OAC meetings.
- vii. Assist CM with change order review and provide backup as needed for change orders.
- viii. RSA+ will provide oversight for construction observations, monitor the project for SWPPP plan compliance, oversight of contractor compliance to the established environmental mitigation measures, maintain overall coordination with contractor, construction manager, Authority's representative and other key individuals.
- ix. An RSA+ representative in conjunction with CM may assist with coordination of special inspections and lab testing RSA+ will review the testing labs' monthly payment request for accuracy and make a recommendation to the CM for payment authorization.
- x. RSA+ will provide both schedule and budget assistance. We will monitor construction progress, review, and approve the construction schedule submittals, and maintain a project timeline along with the CM.
- xi. Weekly site visits to observe progress, confer with contractor and CM and discuss any current or upcoming construction items outside of the OAC meetings.
- xii. RSA+ will review, document, and make recommendations for approval of Change Orders to the Authority.
- xiii. Safety Checks and OSHA Compliance
- xiv. Construction Management Plan (pre and post roadway survey). As required under the Mitigation Measures for the project and as prescribed by Agency staff, a pre and post roadway analysis is required to determine if the project created impacts (degradation) of the adjacent roads that lead into the property. These roadways are limited to the following:
 - 1) Beginning at the intersection of Highway 29 and South Kelly road, then westward along South Kelly toward the project site and then southerly only from the intersection of South Kelly and Devlin Road to 200' past the alternate site entrance used for transporting stockpile and other materials.
- xv. Site Observations. RSA+ and the design consultants have prepared scope to perform oversight and review of the site design and building design. ***These observations are not Inspections, and no reports will be prepared***

as part of the observations. RSA+ and the design consultants will notify the CM if observations do not follow the plans and/or project specifications, and it is expected the CM will work with contractor to remedy.

The following is a list of expected observations:

- a) Civil.
 - i. Grading
 - 1. Pad Finished Grade (Limits and Elevation)
 - 2. Rough Grading at Conforms and physical features (Considering finish materials, e.g., sod, mulch, rock)
 - ii. Storm Drainage
 - 1. Storm Drainage Structures (Size, Location, Bedding, Elevation, Connections, backfill material and compaction)
 - 2. Storm Drainage Pipes (Bedding, Line, Grade, material, connections, backfill material and compaction)
 - 3. Hard Surface Features (Line, Grade, material)
 - 4. Earthen Features (Line, Grade, surfacing)
 - 5. Drainage Areas
 - 6. Sediment/Debris free at start-up
 - 7. Bioretention facilities
 - iii. Sanitary Sewer
 - 1. Sanitary Sewer Structures (Size, Location, Elevations, connections, backfill material and compaction)
 - 2. Sanitary Sewer Pipe (Line, Grade, Material, Connections, backfill material and compaction)
 - iv. Water Line and Recycled Water Line
 - 1. Structures (Sizes, Location, Elevation, materials, connections, backfill)
 - 2. Water Pipe (Line, Grade, Material, Connections, Bedding, backfill material, and compaction)
 - 3. Separations from other Utilities
 - v. Concrete Work
 - 1. Forms and base Check (Line, Grade, Geometry, thickness)
 - 2. Conforms (Elevations, smooth transition, Drainage)
 - vi. Accessible Routes on Site

1. Pathways Form Check (Line, Grade, Geometry)
 2. Ramp Form Check (Slopes, lengths, landings)
 3. Pathway and Ramp As-Built Check
- vii. Asphalt
1. Subgrade (Geometry, Line, grade)
 2. Headers (Material, Line, grade)
- b) Geotechnical Engineering (RGH) – See scope of services in Exhibit A attached. Note that special inspections are a separate item in this proposal.
- c) Dry Utility (Radius) – See scope of services in Exhibit B attached
- d) Landscape Architecture (Studio1515) – See scope of services in Exhibit C attached
- e) Architect (NDP) – See scope of services in Exhibit D attached
- f) Structural Engineering (ZFA) – See scope of services in Exhibit E attached
- g) Mechanical (ColeBreit) – See scope of services in Exhibit F attached
- h) Electrical (ColeBreit) – See scope of services in Exhibit F attached
- i) Plumbing (ColeBreit) – See scope of services in Exhibit F attached
- j) Sparta Coordination – It is expected that both Mechanical, Electrical, Plumbing and Structural coordination will be required with the Sparta engineering team that is providing the sorting equipment. Time and fee have been added to have the Colebreit and ZFA teams work with the Sparta team.
- xvi. Special Inspections – The geotechnical engineering firm (RGH) has prepared scope and fee to handle special inspections as detailed on their scope in Exhibit A. The accompanying fee for all special inspections is included in the budget
- c. ***SWPPP Monitoring and Qualified SWPPP Practitioner Services:***
- i. In accordance with State Water Resources Control Board Order No. 2022-0057-DWQ (The Order) effective September 1, 2023, RSA+ will act as the QSD/QSP and provide SWPPP Monitoring Services from initial ground disturbance (i.e., demolition, clearing, and grubbing) through final stabilization and filing of a Notice of Termination (NOT). RSA+ will perform the following services to address the monitoring and reporting requirements.

- 1) Record keeping and reporting, including weekly inspections. Daily rain gauge readings and dust/tracking control will be the Contractor's responsibility.
- 2) Preparation of BMP and conducting all QSD/QSP inspections required by The Order, including (but not limited to) inspections prior to and following Qualifying Precipitation Events (QPE) or Numeric Action Level (NAL) Exceedances. The inspection reports will include the project risk level, the trades active on the site, the active phase of construction, photo documentation of BMPs, and suggested action to address most probable stormwater discharge issues that may arise.
- 3) Stormwater sampling, analysis, and reporting as required for QPEs.
- 4) Numeric Action Level (NAL) Exceedance Reports, if required.
- 5) File Changes of Information (COIs), if required.
- 6) Preparation of a Notice of Termination (NOT) to close the permit and WDID#.

d. **Project Close-out:**

- i. RSA+ will review testing documentation required for contract compliance. RSA+ will also assist with the fire marshal, building department, and any other code enforcement authorities to help ensure an orderly and timely project close-out.
- ii. RSA+ will work with Authority staff and the CM to prepare a project punch list. RSA+ may further estimate the value of the punch list items to be used to establish the appropriate amount of contractor retention pending completion of the punch list work.
- iii. RSA+ will review the contractor's during-construction changes with the Design Team and CM. RSA+ and the design team will prepare updated drawings based on contractor records of the changes that occurred during construction. Additionally, RSA+ will prepare an as-built survey of the site to create "As-Built" drawings. A consolidated file will be turned over to the Authority at the end of the project.
- iv. RSA+ will review any outstanding dispute items at the completion of the project and make clear recommendations to the Authority as to appropriate action or potential resolution parameters.

B. Not included in this scope of services:

1. Payment of County, City, Title Company or other agency fees.

Additional Fees

We will provide these services on a "Time and Materials not-to-exceed" (T&M nte) fee basis as follows:

Task 4 - Construction Phase Services

Task 4a	Continued Bidding Assistance	(T&M nte)	\$150,000
Task 4b	Construction Assistance, Observations, and Inspections	(T&M nte)	\$1,129,000
Task 4c	SWPPP Monitoring and QSP Services	(T&M nte)	\$72,000
Task 4d	Project Close-out	(T&M nte)	\$38,000
Task 4 Total			\$1,389,000

Please sign in the space provided below to indicate your concurrence with this second addendum to our original Agreement. Please feel free to call should you have any questions.

Sincerely,

Agreed:

Signed by:

FA163AE1C4CC4B5...
Christopher M. Tibbits, PE, LS
Principal + Vice-President
RCE 59361 / PLS 8585

By: _____ Date

JS/sb/bs
#4124470.1 – 18

Encl.

- Exhibit A Geotechnical Engineering Scope of Services (RGH)
- Exhibit B Dry Utility Scope of Services (Radius)
- Exhibit C Landscape Architecture Scope of Services (Studio 1515)
- Exhibit D Architect Scope of Services (NDP)
- Exhibit E Structural Engineering Scope of Services (ZFA)
- Exhibit F Mechanical, Electrical, and Plumbing Scope of Services (ColeBreit)

EXHIBIT A



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

RSA+
Attention: Jeremy Sill
jsill@rsacivil.com

Project Scope and Fee Request
DRTS C&D Facility
889 Devlin Road
American Canyon, California

Proposal Number: 95.014210

As requested, we are pleased to submit this request for authorization to provide additional geotechnical services for the subject project. Attached is our recommended scope of services and corresponding fee estimate.

Very truly yours,
RGH Consultants

Jared J. Pratt
Principal Engineering Geologist
Project Manager

Eric G. Chase
Principal Geotechnical Engineer

JJP:EGC:msz:brw
Electronically submitted



cc: RSA+
Attention: Bruce Fenton
bfenton@rsacivil.com
Attention: Michael Yoder
myoder@rsacivil.com

[https://rghgeo.sharepoint.com/sites/shared/shared documents/work in progress/_pip/_jjp/napa-vallejo waste management authority 95.012210/95.014210 scope & fee request.docx](https://rghgeo.sharepoint.com/sites/shared/shared%20documents/work%20in%20progress/_pip/_jjp/napa-vallejo%20waste%20management%20authority%2095.012210/95.014210%20scope%20&%20fee%20request.docx)

Attachments: Schedule of Charges
Grading Observation and Testing Estimate
Special Inspection Estimate



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

Proposal No.95.014210

Project Scope and Fee Request

Project Name: DRTS C&D Facility

Project Location: 889 Devlin Road, American Canyon, California 94503

As the Geotechnical Engineers for the above referenced project, we request your authorization to perform the following additional services. These additional services are required by the County of Napa Planning Department and recommended in our geotechnical report for the project dated April 1, 2024. The project plans and specifications prepared by Napa Design and RSA+ and the recommendations in our report will be the guidelines for the work.

Project Description: We understand it is proposed to construct a new prefabricated main processing building and a wood framed administration building.

Scope of Services: The scope of RGH's services during construction will be based on knowledge of the soil conditions gained from the soils report and experience obtained during construction of similar projects. Our typical geotechnical observation and testing includes providing intermittent on-site observation with field and laboratory testing during the following work items:

- Excavation of weak surface soils and old fills within and adjacent to the building and exterior concrete slab areas
- Placement and compaction of fills
- Excavation of footings (on-call checking only)
- Placement and compaction of utility trench backfills (on-call checking only)
- Preparation of subgrade for concrete slabs-on-grade
- Preparation of subgrade and aggregate base for pavement
- Installation of geotechnical drainage improvements

Generally, our special inspection services include observation and testing during the following work items:

- Reinforcing steel placement
- Placement of concrete (including slump and cylinder collection)
- Epoxy installation
- Welding
- Bolt installation
- Shear wall nailing

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a final letter, including field and laboratory data.

Estimated Additional Fee: RGH proposes to perform the services indicated above on a time-and-expense basis in accordance with our then-current schedule of charges. Our current schedule of charges is attached. Our estimated fees are presented below and an itemized breakdown of our estimate is attached. It should be understood that fees for observation and testing during construction are difficult to estimate as they are highly dependent on the contractor's schedule. If a detailed cost estimate is needed for construction observation and testing, we can provide one once a construction schedule has been prepared.

Geotechnical Construction Observation and Testing	\$140,236 – Time and Expense
Special Inspection Testing	\$287,174 - Time and Expense

This estimate includes our fee for laboratory, clerical, and office engineering support services during construction.

Our total fee could vary depending on the actual construction procedures and rate of progress. These, in turn, are dependent on soil conditions encountered and the prevailing weather. We will keep you advised of our charges by issuing progress billings, and will inform you of any changes in conditions which might significantly affect our fee. The above estimate does not include charges for observation and retesting of the repair of unsatisfactory work.

We appreciate the opportunity to provide continued services on this project. Please return one signed copy of this Authorization for Additional Services as our formal authorization.

AUTHORIZATION: We anticipate that we will be authorized through a standardized ACEC or similar contract presented by the Client for our review.



Experience is the difference

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 3501 Industrial Drive, Suite A
 Santa Rosa, CA 95403
 707-544-1072

Napa Office
 1041 Jefferson St, Suite 4
 Napa, CA 94559
 707-252-8105

SCHEDULE OF CHARGES
Effective January 1, 2024

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$250/hour
Associate	\$205/hour
Senior Engineer/Geologist	\$195/hour
Project Engineer/Geologist	\$175/hour
Staff Engineer/Geologist	\$150/hour
Field Engineer	\$140/hour
Field Engineer (Prevailing Wage)	\$180/hour
Graphics	\$110/hour
Administrative Support.....	\$90/hour

EQUIPMENT

Slope Inclinometer Instrument	\$200/day
Coring Machine	\$400/day
Infiltration Test Apparatus.....	\$200/day
Sonic Echo Foundation Test Gauge.....	\$200/day
Specialty Software (i.e. SLOPE/W, VolFlo)	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks.....	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400
Each Additional Cylinder Break	\$50
Each Additional Core Break.....	\$100

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

Project Name: GRADING Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	16		\$250.00	\$4,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	109	0.50	\$150.00	\$8,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	109	0.25	\$90.00	\$2,452.50	
				\$14,627.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Pad Grading	25	8.00	\$180.00	\$36,000.00	
Drive and Parking Grading	15	8.00	\$180.00	\$21,600.00	
Trench Storm Drain	20	4.00	\$180.00	\$14,400.00	
Trench Water (domestic)	2	4.00	\$180.00	\$1,440.00	
Trench Water (recycled)	2	4.00	\$180.00	\$1,440.00	
Trench Fire Water	20	4.00	\$180.00	\$14,400.00	
Fire Hydrants	4	4.00	\$180.00	\$2,880.00	4 Hydrants
Trench Sewer	6	4.00	\$180.00	\$4,320.00	
Trench Joint	2	4.00	\$180.00	\$1,440.00	
Under Slab drain	4	2.00	\$180.00	\$1,440.00	
Off site tie-ins	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Footing Excavation Observation	4	4.00	\$180.00	\$2,880.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	109			\$109,440.00	
LABS					
Compression Testing - Set of 4 Cylinders			\$200.00	\$0.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves	8		\$305.00	\$2,440.00	
1557 Curve with rock correction	2		\$490.00	\$980.00	
R.I.C.E.			\$170.00	\$0.00	
				\$3,420.00	
SUBTOTAL ESTIMATED COST				\$127,487.50	
				10% Contingency	\$12,748.75
TOTAL ESTIMATED COST				\$140,236.25	

Services are provided on a time and expense basis in accordance with our Schedule of Charges.
 The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.

Project Name: SI Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	8		\$250.00	\$2,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	189	0.50	\$150.00	\$14,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	189	0	\$90.00	\$4,252.50	
				\$20,427.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Perimeter footing steel	3	4.00	\$180.00	\$2,160.00	
Perimeter footing concrete	3	8.00	\$180.00	\$4,320.00	
Spread footing steel	3	4.00	\$180.00	\$2,160.00	
Spread footing concrete	3	8.00	\$180.00	\$4,320.00	
Push wall steel	3	4.00	\$180.00	\$2,160.00	
Push wall concrete	3	8.00	\$180.00	\$4,320.00	
Retaining wall footing steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall footing concrete	2	8.00	\$180.00	\$2,880.00	
Retaining wall steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall concrete	2	8.00	\$180.00	\$2,880.00	
Slabs steel	9	4.00	\$180.00	\$6,480.00	
Slabs concrete	9	8.00	\$180.00	\$12,960.00	
Equipment pads steel	2	2.00	\$180.00	\$720.00	
Equipment pads concrete	2	4.00	\$180.00	\$1,440.00	
OT time for concrete pours	24	2.00	\$270.00	\$12,960.00	
Cylinders Pick UP	24	2.00	\$180.00	\$8,640.00	
			\$180.00	\$0.00	
Welding (shop)	40	8.00	\$180.00	\$57,600.00	
Welding (field)	25	8.00	\$180.00	\$36,000.00	
High Strength Bolting	14	4.00	\$180.00	\$10,080.00	calibrated wrench method
Epoxy	14	8.00	\$180.00	\$20,160.00	
Shear	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Exterior concrete drive areas	5	8.00	\$180.00	\$7,200.00	
Exterior AC drive areas	4	8.00	\$180.00	\$5,760.00	
Exterior curbs and valley gutters	2	8.00	\$180.00	\$2,880.00	
Off Site Patch Paving	2	8.00	\$180.00	\$2,880.00	
Cylinders Pick UP	7	2.00	\$180.00	\$2,520.00	
			\$180.00	\$0.00	
Trash enclosure footing steel	1	3.00	\$180.00	\$540.00	
Trash enclosure footing concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure slab steel	1	2.00	\$180.00	\$360.00	
Trash enclosure slab concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure walls steel	1	3.00	\$180.00	\$540.00	
Trash enclosure walls concrete	1	4.00	\$180.00	\$720.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	189			\$227,160.00	
LABS					
Compression Testing - Set of 4 Cylinders	64		\$200.00	\$12,800.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves			\$305.00	\$0.00	
1557 Curve with rock correction			\$435.00	\$0.00	
R.I.C.E.	4		\$170.00	\$680.00	
				\$13,480.00	
SUBTOTAL ESTIMATED COST				\$261,067.50	
			10% Contingency	\$26,106.75	
TOTAL ESTIMATED COST				\$287,174.25	

Includes admin part of building.

Services are provided on a time and expense basis in accordance with our Schedule of Charges.

The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.



EXHIBIT B

DRY UTILITY DESIGN ○ CONSULTING ○ PROJECT MANAGEMENT

E. ~~Pre-Construction Administration—Add Alternate~~

Description of Services

1. ~~Design updates for city submittals after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
2. ~~Respond to emails and phone calls after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
3. ~~Project coordination meetings after PG&E designs have been approved and prior to construction start (includes 12 hours)~~

F. Construction Administration – Add Alternate **Construction Administration begins immediately after the pre-construction meeting is complete. Cost is based on an expected [6 month] duration of construction administration related to joint trench coordination, design updates and construction support. Longer durations of construction will require additional work authorization or to be charged at time and material per rates listed below.*

Description of Services

1. Respond to RFI's and submittals (includes 16 hours)
2. Two jobsite visits (includes 8 hours)
3. Respond to emails and phone calls (includes 8 hours)
4. Meetings (includes 8 hours)

G. Relocate existing PG&E gas line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing gas main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E gas drawings and material list for the gas main relocation work along the project site.
5. Submit gas drawings to PG&E and address comments for approval.
6. Coordinate with outside disciplines (landscape, civil) to ensure proposed trench location meets PG&E clearance requirements
7. Address final PG&E comments and coordinate joint trench location per comments
8. Create Joint Trench Composite plan and Form B for submittal to PG&E

H. Relocate existing PG&E electric line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing electric main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E electric drawings and material list for the electric main relocation work along the project site

#4122430.0.16

PROPOSAL FOR RSA+ - DRTS NAPA VALLEJO WASTE MANAGEMENT AUTHORITY

Agreement entered into at Napa, California, made this 28th day of April 2022, by and between:

CONSULTANT:
Studio 1515
1426 Fourth Street
Napa, CA 94559

CLIENT:
RSA+
Attn: Jeremy Sill
1515 4th Street
Napa, CA 94559
jsill@rsacivil.com

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client intends to construct a facility for processing construction and demolition debris at the Devlin Road Transfer Station (DRTS) in American Canyon, CA (APN 057-090-060).

A. Consultant agrees to perform the following scope of services:

1. ~~**Schematic Landscape Plan.** Studio 1515 will prepare a Schematic Landscape Plan in accordance with any applicable agency standards including the following:~~
 - a. ~~Review relevant existing documents including:~~
 - i. ~~NVWMA (Napa Vallejo Waste Management Authority) Standards~~
 - ii. ~~Project history and concept development documents~~
 - b. ~~Develop and refine landscape concept by integrating Client and design team feedback.~~
 - c. ~~Attend up to three (3) in person or virtual meetings.~~
2. ~~**Landscape Design Development.** Studio 1515 will further refine plans to address items that are appropriate to the landscape design theme and project budget including the following:~~
 - a. ~~Note locations of underground and above grade utilities~~
 - b. ~~Refine tree locations~~
 - c. ~~Refine plant palette~~
 - d. ~~Finalize hardscape layout and materials selections~~
 - e. ~~Indicate features unique to the project~~
 - f. ~~Studio 1515 will attend up to three (3) in person or virtual meetings~~

3. **Landscape Construction Documents.** Studio 1515 will prepare landscape construction documents consisting of the following:
- b. ~~Landscape Construction Callout and Layout Plans at 1"=20'. Plans will indicate the locations, material reference and dimensions of landscape construction elements such as walks, paving finishes, planting areas, etc.;~~
 - e. ~~Landscape Construction Details at various scales. Plans will show the visual effect of landscape construction details as may be appropriate;~~
 - d. ~~Tree Planting Plans at 1"=20'. Plans will show tree locations and indicate quantity and size of trees including a botanical plant list of such materials;~~
 - e. ~~Shrub Planting Plans at 1"=20'. Plans will show the locations and indicate quantity and size of shrubs including a botanical plant list of such materials;~~
 - f. ~~Irrigation Plans at 1"=20'. Plans will show irrigation equipment locations, laterals lines, mainline locations, pipe sizing, and irrigation equipment legend complete with California State Model Water Efficient Landscape Ordinance (MWELO) water use calculations.~~
 - g. ~~Irrigation and Planting Details at various scales. The plan will show the irrigation materials and related equipment connections for installation and describe any special planting procedures, staking, guying, etc.;~~
 - h. ~~Coordination. Studio 1515 will coordinate landscape design with Client's Architect for design components as they relate to landscape work. We will also coordinate landscape services with Client's Electrical Engineer, Utilities Consultant, Civil Engineer and MEP Consultant.~~
 - i. ~~Landscape Approval Assistance. Three (3) standard and reasonable plan check iterations are anticipated. Plan check and other miscellaneous processing above and beyond three (3) will be billed separately on a T&M basis.~~
 - j. ~~Meetings. Studio 1515 will attend up to seven (7) in-person or virtual meetings.~~
4. **Bidding & Negotiation Assistance.** Studio 1515 will review contractor bids for consistency and comparison and respond to RFI's as needed.
- a. Studio 1515 will attend one (1) virtual meeting via Zoom.
5. **Construction Phase Services.** Studio 1515 will attend periodic site visits during project Construction Phase. All other construction administrative services will be billed on an hourly basis. Services will include, but are not limited to, the following:

- a. Review or take appropriate action on submittals received from the contractor (i.e. shop drawings, product data and samples), but only for the limited purpose of conformance with the design concept of the work and with the information given in the plans and specifications prepared by Studio 1515.
- b. Review substitutions and alternatives, as requested by the contractor, and make recommendations.
- c. Provide periodic field visits during the construction phase that would include the following:
 - i. Observe and become generally familiar with the progress of the work to determine if the work is generally proceeding in accordance with the construction documents.
 - ii. Review landscape construction items including forms for concrete pours positioning of construction features, and location of excavation for trees and plant materials and quality of construction materials utilized.
 - iii. Observe the installation of plant material and irrigation materials, and equipment for general conformance to contract documents and design intent.
 - iv. Review landscape installation at beginning of plant establishment period and prepare “punch list” of findings.
 - v. Inform and advise Client via written documents of Studio 1515 site observation meetings.
 - vi. Studio 1515 shall not have control over or charge of, and shall not be responsible for construction means, contractor’ schedules, contractor’s errors and omissions, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work since these are solely the contractor’s responsibility under the contract for construction. Although Studio 1515 may observe and discuss potential problems, these periodic field visits are not construction inspections or a guarantee that there will not be construction deficiencies.
 - vii. Studio 1515 will attend up to ten (10) in-person, on-site meetings. If more site visits are required these will be billed at Time & Materials.

B. Not included in this scope of services:

- 1. Design for any other part of the facility outside the project limit of work.
- 2. Geotechnical/Geological design services.
- 3. Professional perspective renderings.

- 4. Photometric analysis or lighting design services.
- 5. Preparation of Estimate of Probable Costs of Landscape Plan.
- C. All reimbursable expenses will be charged for in addition to the contract price in accordance with the attached Fee Schedule.
- D. This Proposal and the attached Fee Schedule shall become part of the Consultant/Client Agreement when said document is signed by both parties.
- E. This Proposal is subject to acceptance by May 28, 2022, or is void thereafter at the option of the Consultant.
- F. Client agrees to compensate Consultant on a "Time & Materials" (T&M) or a "Fixed Fee" (FF) fee basis, in accordance with the attached Fee Schedule.

Task 1.....Schematic Landscape Plan.....	(T&M).....	\$14,000*	
Task 2.....Landscape Design Development.....	(FF).....	\$ 6,000	
Task 3.....Landscape Construction Documents.....	(FF).....	\$38,000	
Task 4.....Bidding & Negotiation.....	(T&M).....	\$ 4,000*	
Task 5.....Construction Phase Services.....	(T&M).....	\$ 8,000*	\$11,000 sh

* Estimate of fee for this task. Actual fee will be based on required effort to complete task.

- G. Client has read and understands all the "Standard Provisions of Agreement between Client and Consultant" attached hereto and incorporated by reference, and agrees all Provisions of Agreement are a part of this Agreement and are binding on Client and Consultant.
- H. Client and Consultant agree that the late payment charge provided for in the Standard Provisions of Agreement shall be computed at a periodic rate of 1.50%, which is an annual percentage rate of 18%.

Studio 1515

RSA⁺

DocuSigned by:

 4/28/2022
 By: Susan Heiken, LA, CAsp Date
 Landscape Architect
 Certified Access Specialist

By: _____ Date
 CLIENT BILLING ADDRESS:
 (if different from the mailing address above)

 Attn: _____

#4122430.0.16
 SH/sl

Client Initials	DS Consultant Initials SH
-----------------	---------------------------------

**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT FOR LANDSCAPE ARCHITECTURE SERVICES**

Client and Consultant agree that the following provisions shall be part of this agreement:

1. PERSONNEL RATES:		MATERIALS & EXPENSES:	
Landscape Architect, Associate Principal	\$210.00/hour	CADD Plot	\$10.00
Landscape Architect, Senior Associate	\$185.00/hour	Large Format Copy, B&W	\$ 4.00
Landscape Project Manager	\$160.00/hour	Large Format Copy, Color	\$15.00
Landscape Designer	\$150.00/hour	Small Format Copy, B&W	\$ 0.15
Administrative Coordinator	\$100.00/hour	Small Format Copy, Color	\$ 0.75
		Other Materials/Expenses at Cost +15%	

IF APPLICABLE

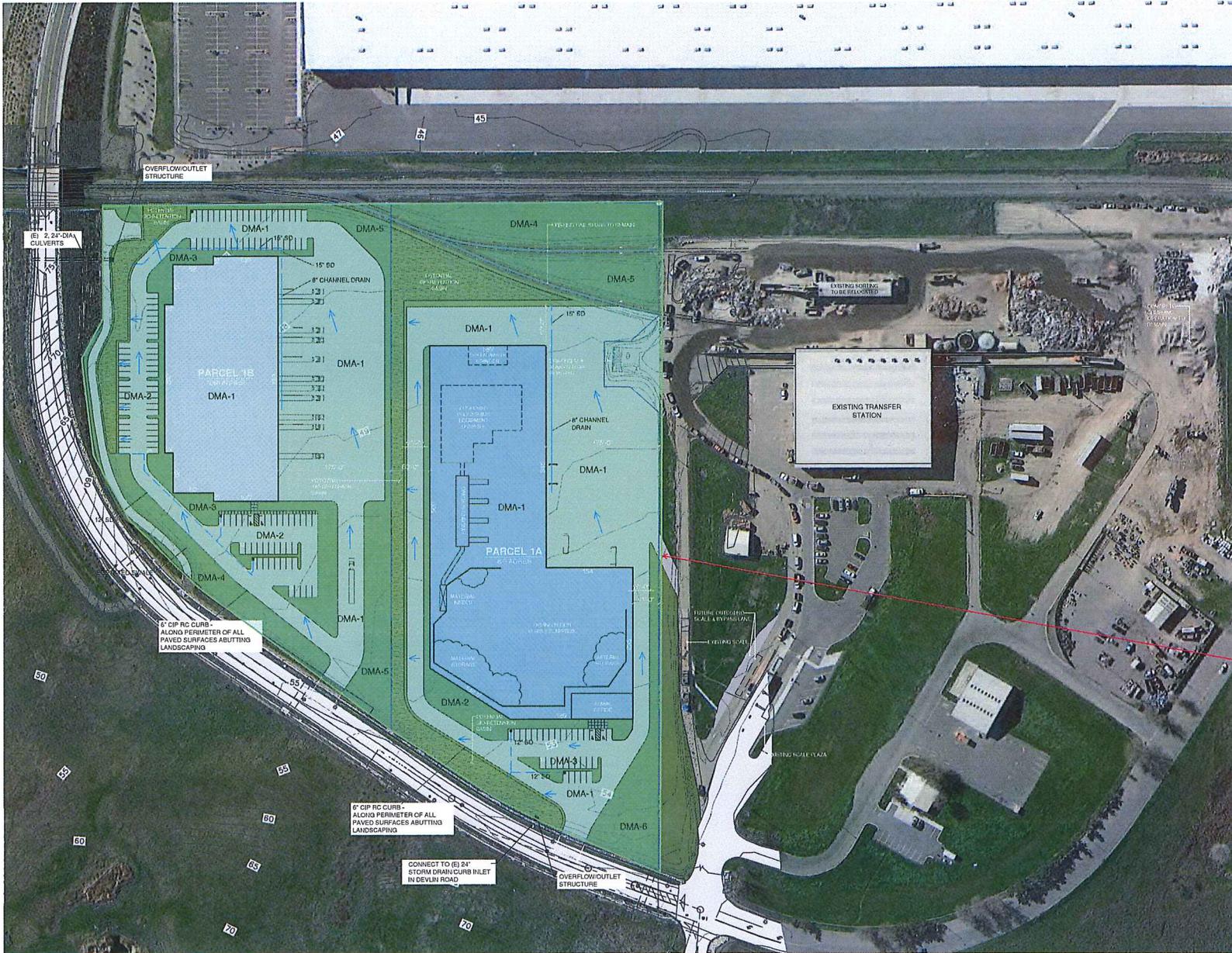
Survey Crew	\$295.00/hour
(Construction, 2 Man, Robotic, or GPS)	
Additional Field Personnel	\$95.00/hour
Licensed Surveyor	\$215.00/hour
Survey Technician	\$160.00/hour

Travel time is charged at standard billing rates and overtime is charged at 1.5 x hourly rate.

Mileage is billed at the standard Federal mileage rate.

2. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any modifications to this agreement shall be in writing and signed by both Client and Consultant.
3. In the event Client terminates the contract before the completion of all services, Client agrees to release Consultant from all liability for services performed and Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.
4. All fees and other charges due Consultant will be billed monthly and shall be due upon receipt. Failure to pay Consultant within thirty (30) days after invoices are rendered, shall constitute a material breach of this entire agreement.
5. Client agrees to pay a monthly late payment charge that shall be computed at a periodic rate of one and one-half percent (1-1/2%) per month (an annual percentage rate of 18%) or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Minimum monthly charge to be \$15.00.
6. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to Studio 1515's standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-Studio 1515 standard task organizations.
7. A 3% convenience fee will be charged for each credit card transaction processed.
8. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability to the amount of the Consultant's fee.
9. This Fee Schedule is applicable until December 31, 2022, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2023.

END OF PROVISIONS



SITE SUMMARY

PARCEL 1A	(3.68 ACRES) 340,528 S.F., 100%
BUILDING AREA:	100,000 S.F., 29%
LANDSCAPE AREA:	172,000 S.F., 51%
HARDSCAPE AREA:	154,168 S.F., 35%

PARCEL 1B	(1.64 ACRES) 201,131 S.F., 100%
BUILDING AREA:	63,000 S.F., 24%
LANDSCAPE AREA:	80,300 S.F., 30%
HARDSCAPE AREA:	137,831 S.F., 68%

DEVELOPMENT STANDARDS

MINIMUM SETBACK:	30 FEET
MAXIMUM FLOOR AREA RATIO:	50%
MAXIMUM BUILDING HEIGHT:	40 FEET

PARKING SUMMARY

PARCEL 1A	
STANDARD PARKING:	397 S-TALLS
ACCESSIBLE PARKING:	23 S-TALLS
TOTAL PARKING:	420 S-TALLS

PARCEL 1B	
STANDARD PARKING:	112 S-TALLS
ACCESSIBLE PARKING:	23 S-TALLS
TOTAL PARKING:	135 S-TALLS

PARKING REQUIREMENTS

WAREHOUSE STORAGE:	1 PER 1,000 S.F. OF GROSS FLOOR AREA FOR THE FIRST 20,000 S.F. OF GROSS FLOOR AREA, PLUS 1 PER 2,000 S.F. OF GROSS FLOOR AREA THEREAFTER
OFFICE:	1 PER 300 S.F. OF GROSS FLOOR AREA

STORM DRAINAGE

- DMA-1 DRAINAGE MANAGEMENT AREA
- SURFACE WATER FLOW DIRECTION
- - - BELOWGROUND STORM DRAIN PIPE
- DROP INLET

project limit of work



Date: October 28, 2024

RSA+

Attn: Jeremy Sill, Associate Principal

Re: Napa Valley Waste Management Authority C+D Facility Construction Administration Phase
Architectural Design Construction Phase Services for the new C+D Facility to be located at the existing Devlin Road Transfer Facility (DRTS) in American Canyon, California.

Architectural Design Services Proposal

Description of consultant’s role.

Architect of Record, Project management coordination with RSA+ for the Construction Phase. Provided architectural services to coordinate with client, client representative, project management company and design team. RSA+ will contract with Structural, Mechanical/Plumbing, Electrical, Fire Sprinkler & Alarm consultants for the new C+D Construction Administration services to be provided.

Proposed Scope of Project and Design Work

The proposed project includes site work and building design and coordination for a new 130,000 s.f. C+D Facility. The C+D Facility is currently “out to bid” and we are coordinating with design team and will be coordinating through the bid process to complete and update the construction documents. This current and ongoing work is not part of this CA services proposal; the current and ongoing work is currently being completed under the existing design services contract.

Construction is anticipated to begin in 2025 along with the proposed architectural CA (construction administration) services to include project meetings, coordination with Owner’s representative, response to RFI and Change Order requests, review of applications for payment through the course of construction. Periodic site visits will include a field report which may be in the form of an email or other written documentation. RSA as the project lead shall prepare any meeting notes during the construction process. As the construction nears completion, the architectural design team will review the project work completed and prepare a punch list for the project representative, the owner and the general contractor to utilize as a guide in completing the work. NDP will provide the architectural portions of the punch list. As the architect of record NDP will review the as-built documentation and manuals provided by the general contractor as part of the record documents and project closeout.

This proposal does not include value engineering, design revisions or modifications, or asbuilt drawing services provided by the architect.

NDP Architectural Services

Project Meetings and Coordination*
Construction Administration

Budgeted Fees

\$ 80,000.00
\$120,000.00

*client and construction team meetings and communication through the construction process

Budget for Reimbursable Expenses

Reproduction - Printing and delivery expenses not included
in proposed design services costs.

\$ 5,000.00

Total Proposed Architectural Services Budget

\$205,000.00

Contractual Terms

This proposal letter is intended to be an exhibit to the existing design services agreement. This proposal agreement is valid for 90 days from the date listed at the top of this document.

Sincerely,

Proposal Accepted by:

Stephen R. Cuddy, AIA, LEED AP
California License C12633
Napa Design Partners LLP
Managing Partner

Name:
Title:
Company:
Date:

c.c. Millie Binz, Bookkeeper

ZFA STRUCTURAL ENGINEERS

1303 jefferson street | suite 400a | napa ca 94559 | 707.492.3452 | zfa.com

AGREEMENT

FOR PROFESSIONAL SERVICES

Jeremy Sill
RSA+
1515 Fourth Street
Napa, CA 94559
Email: JSill@RSACivil.com
Phone: 707.252.3301

Project Number: 22307.05
Project Name: NVWMA C&D Facility – CA Services
Location: American Canyon, CA

PROJECT DESCRIPTION:

Provide structural engineering services for bid assistance and construction administration services for a new Construction and Demolition waste materials processing facility at the Devlin Road Transfer Station (DRTS) in American Canyon. The facility will be operated under the management of the Napa-Vallejo Waste Management Authority (NVWMA) and designed to enable the DRTS to provide additional processing capability for the future and increase recovery of recyclable material in the amount of up to 100,000 tons per year.

SCOPE OF SERVICES:

Bid Assistance & Construction Administration (CA) including the following:

- Prepare responses to questions from prospective bidders regarding the structural aspects of the project, as well as clarifications for addenda to the bid documents.
- Once a contractor is chosen and the metal building supplier has provided pre-engineered metal building (PEMB) drawings and calculations, ZFA will remove the metal building plans, details notes and specifications relating to the PEMB, from construction documents as directed by the owner, and release an addendum set of drawings accordingly.
- Review the contractor's PEMB drawings and calculations for comparison to ZFA designed metal building drawings and design criteria and note any discrepancies or alterations. The review includes major steel framing element sizes and locations and column reactions to confirm design matches the approved design/drawings by ZFA.
- Attend a construction kick-off meeting to review and discuss the project schedule, structural inspection requirements, and team member expectations and attend up to (10) OAC meetings during the construction phase of the project.
- Provide on-site structural reviews at the site for foundation and slab-on-grade reinforcement as well as for wood framing, and shearwall/roof sheathing nailing and hardware installation.
- Review 3rd party special inspection reports and respond to any related questions and/or non-conforming work, as applies.
- Review and respond to contractor requests for information (RFI) as needed and as requested.
- Review structural submittals for general compliance with the construction documents including concrete mix designs, product submittals, etc. and shop drawings including reinforcing steel, and structural steel (pre-engineered metal building is not included).
- Provide clarifications for the structural design intent of the construction documents and work with the owner, architect, or contractor to facilitate construction while remaining within the intent and requirements of the design.
- Review contractor change order requests as needed for feedback on structural related scope of work.
- Provide field reports from on-site reviews of construction at stages noted above.

- Provide a final letter of general conformance can be provided if ZFA performs all on-site structural reviews for all required areas with follow-up site visits to confirm completion.
- Provide a final PDF markup "CA Set" of drawings indicating any RFI/SSK revisions made during the construction phase of the project for owner use/files.
- Review and response to MEP, fire suppression, and civil RFI's and RFC's related to structural issues and item.
- Provide review of owner supplied equipment slab and foundation design and details as they relate to incorporation onto the structural slab and foundations designed by ZFA.

SPECIAL CONDITIONS:

- Third party Special Inspections are expected for concrete, steel, and post-installed anchors and are typically contracted directly with the owner
- The steel building design will be replaced by the contractor's metal building supplier's design that includes engineering calculations, plans, and details for construction. ZFA does not act as the SEOR of metal buildings designed by others.

ENGINEERING FEE: \$65,000 – Estimated – Billed at Hourly Rates plus reimbursable expenses

Risk Allocation: In recognition of the relative risks and benefits of the project to both the Client and ZFA, the risks have been allocated so that the Client agrees that to the fullest extent permitted by law, ZFA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of **\$500,000** (see Terms and Conditions). Such causes include, but are not limited to, ZFA's negligence, errors, omissions, strict liability, and breach of contract or warranty.

Offered by:

ZFA STRUCTURAL ENGINEERS

Accepted by:

RSA+



Chris Jonas, SE 5246

Principal

Date: December 20, 2024

Signature: _____

Print Name: _____

Date: _____

The following detailed Terms and Conditions on the accompanying pages are hereby incorporated by reference in the entirety as an integral part of this Agreement. Client's acceptance of this Agreement includes full acceptance of all Terms and Conditions without condition or reservation.

ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS

1. **BILLINGS/PAYMENTS**

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

2. **REIMBURSABLE EXPENSES**

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 10 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

3. **SUSPENSION OF ENGINEERING SERVICES**

If the Client fails to make payments when due or otherwise is in breach of *this Agreement or any other Agreements* Client has made with ZFA Structural Engineers, ZFA may suspend performance of *all* services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing the obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

4. **INDEMNIFICATION**

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA.

5. **STATUTE OF LIMITATIONS**

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

6. **TERMINATION**

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

7. **EXPIRATION**

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

8. **ACCESS TO SITE**

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

9. **HIDDEN CONDITIONS**

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

10. **CONSTRUCTION MEANS & METHODS**

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. **OTHER PROVISIONS**

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client.

One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. **OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES**

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers.

BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files." Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. **VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. **DISPUTE RESOLUTION**

At the discretion of ZFA Structural Engineers, all claims, counterclaims, disputes or other matters in question between the parties hereto arising out of or in relation to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

15. **ENTIRE AGREEMENT**

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. **CONTINGENT GUARANTEE**

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **BILLING RATES**

Executive Principal	\$255.00 per hour	Engineer	\$140.00 per hour
Principal	\$225.00 per hour	Designer	\$125.00 per hour
Associate Principal	\$200.00 per hour	BIM Project Manager	\$145.00 per hour
Senior Associate	\$185.00 per hour	Senior BIM	\$135.00 per hour
Associate	\$175.00 per hour	BIM Technician	\$115.00 per hour
Senior Engineer	\$155.00 per hour	Engineering Support	\$80.00 per hour

ADDITIONAL SERVICES AGREEMENT (ASA)

Project #: 20220488
Date: 10/23/24

ASA #: 02

Project: Napa County C&D Facility
Owner: Napa Design Partners
To: Stephen Cuddy

Please sign this ASA authorizing us to proceed with work as described below upon terms as set forth herein and in supplement to our Contract dated: August 23, 2022.

Contract Sum plus previous ASAs:	\$ 224,815
Amount of ASA 02:	\$ 50,500
Total contract to date with this ASA:	\$ 275,315

DESCRIPTION OF WORK COVERED BY THIS ADDITIONAL SERVICE:

CONSTRUCTION SUPPORT SERVICES:

- Review of Contractor submittals and RFI's.
- Respond to Contractor questions during construction.
- Prepare sketches as necessary
- Perform up to two (2) site visits during the construction phase and provide site visit report/punch list.

EXCLUSIONS:

- Self-certification
- Self-inspections
- As-Built's
- Contractor requested meetings (can be provided upon approval)

NET ADDITIONAL SERVICE: <<ADD/DELETE>> \$ 50,500

Date Approved: _____

Date Approved: 10/23/24

By: _____

By:  _____

Owner/Architect

COLEBREIT ENGINEERING
John E Kohler, P.E. Managing Principal

**THIRD AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY AGREEMENT NO. 2023-02**

THIS THIRD AMENDMENT TO AGREEMENT 2023-02 is made and entered into as of this 15th day of September, 2025, by and between the Napa-Vallejo Waste Management Authority, hereinafter referred to as “AUTHORITY,” a joint powers agency organized under the laws of the State of California pursuant to Government Code section 6500 et seq., and Sonoma RSA, Inc. dba RSA+, a California Type S Corporation, hereinafter referred to as “CONSULTANT.” AUTHORITY and CONSULTANT will be referred to from time to time in this Amendment individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on July 14, 2022, the Parties entered into Agreement 2023-02 (“Agreement”) for engineering, architectural and related services to support design and construction of the Devlin Road Transfer Station C&D Building, Project No. 17810 (“Project”); and

WHEREAS, on May 9, 2024, the Parties entered into the First Amendment to the Agreement to extend the term to June 30, 2026, to provide support during construction of the Project, and to update CONSULTANT’s fee schedule; and

WHEREAS, on February 13, 2025, the Parties entered into the Second Amendment to the Agreement to reallocate funds within the Agreement to pay for additional services without increasing the maximum compensation payable under the Agreement; and

WHEREAS, the Project will soon be entering the construction phase, and AUTHORITY needs CONSULTANT’s services during construction to answer questions and review submittals, ensure construction follows the Project design, monitor compliance with stormwater requirements, and assist with the closeout of the Project; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement, add professional services during construction and increase the maximum compensation by \$1,389,000;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on July 14, 2022, and shall expire on June 30, 2027, 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 CONSULTANT to AUTHORITY 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).

2. Section 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A" attached hereto and hereby incorporated by reference, including Attachments 1 and 2 to Exhibit A. CONSULTANT shall also provide professional services during the construction phase of the Project, as further described in Exhibit "A-3" attached hereto and hereby incorporated by reference.

3. Section 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment 3 to Exhibit "A," not to exceed the maximum amount set forth in subparagraph (c). For services provided on or after July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference, not to exceed the maximum amount set forth in subparagraph (c).

(b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Attachment 3 to Exhibit "A." For expenses incurred on or after July 1, 2024, travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed Three Million Six Hundred and Nine Thousand Dollars (\$3,609,000.00); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(d) Rate Adjustments. After December 31, 2024, AUTHORITY may increase the unit prices or hourly rates in Exhibit "B" upon approval of CONSULTANT's written request and justification as set forth in this subparagraph. Increases may only be made once per year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONSULTANT's request and justification must include the amount of the

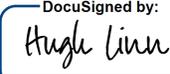
requested adjustment, a description of the nature and magnitude of the increased costs impacting CONSULTANT, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. AUTHORITY may only approve CONSULTANT's request in writing.

4. This Third Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Second Amendment shall remain in full force and effect.

5. This Third Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Third Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

SONOMA RSA, INC., dba RSA+

DocuSigned by:

 By: _____
9c7c1-9930815470
 HUGH LINN, Principal and President

NAPA-VALLEJO WASTE MANAGEMENT
 AUTHORITY, a joint powers agency

By _____
 MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>September 4, 2025</u></p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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**EXHIBIT A-3
SCOPE OF SERVICES**

CONSULTANT shall provide professional services during the construction phase of the C&D Building at the Devlin Road Transfer Station, as further described in the letter from CONSULTANT to AUTHORITY dated December 23, 2024, as revised on September 4, 2025, which is incorporated herein by reference.

	RSA+	CONSULTING CIVIL ENGINEERS + SURVEYORS +	SERVING CALIFORNIA SINCE	1980	1515 FOURTH STREET NAPA, CALIFORNIA 94559 FAX 707 252.4966 OFFICE 707 252.3301
	HUGH LINN, PE, QSD, QSP PRINCIPAL + PRESIDENT <hr/> hLinn@RSAcivil.com		CHRISTOPHER TIBBITS, PE, LS PRINCIPAL + VICE PRESIDENT <hr/> cTibbits@RSAcivil.com		
707 252.3301 RSAcivil.com					

#4124470.1 – 18

December 23, 2024

Revised: September 4, 2025

Napa-Vallejo Waste Management Authority
 Attn: Executive Director
 c/o: Auditor Controller’s Office
 1195 Third Street, Suite B10
 Napa, CA 94559

RE: C&D Building – Devlin Road Transfer Station
 Amendment #2 (RSA+ Project #4122045.0)

To Whom It May Concern:

The purpose of this letter is to provide a second addendum to our original Agreement dated July 14, 2022. The additional scope of services and associated fees are as follows:

A. Consultant agrees to perform the following additional scope of services:

4. **Construction Phase Services.** RSA+ will provide construction assistance for the project. The scope listed below describes the services to be provided upon bid award to project close-out.
 - a. **Continued Bidding Assistance.** *RSA+ will provide continued bidding assistance for the re-bidding of the project. This task includes amendments to the project plans, specification and bid schedule to accommodate the changes required as part of the first bid conclusion. Additionally, the fee includes assistance during the re-bidding including attendance at a pre-bid meeting, review and responding to all questions, preparing addenda and analyzing bids post bid opening.*
 - b. **Construction Assistance, Observations, and Inspections:** *RSA+ and its team of consultants will provide the following services in parallel with the construction management team:*
 - i. Project start-up assistance, including attendance at pre-construction meetings.
 - ii. RSA+ will attend outside meetings as requested (utility agencies, Authority meetings, County meetings, American Canyon public works, etc.).
 - iii. RSA+ will attend regular Owner Architect Contractor (OAC) meetings with the design leads, General Contractor, Construction Manager (CM), and the Authority.
 - iv. RSA+ will assist with coordination between the project and the municipalities and other jurisdictions which interface with the project.

- v. RSA+ will assist the CM and the Authority with quarterly budget reports, and any other as-needed documentation.
- vi. RSA+ will coordinate the contractor's submittals, RFI's, Substitutions, and Change Orders. We will review and forward them to the Design Team to be acted upon promptly. All submittals, RFI's, Substitutions, and Change Orders are logged and tracked in General Contractor's online CPM (Critical Path Management) system. Tracking of RFIs and Submittals will be an agenda item at the weekly OAC meetings.
- vii. Assist CM with change order review and provide backup as needed for change orders.
- viii. RSA+ will provide oversight for construction observations, monitor the project for SWPPP plan compliance, oversight of contractor compliance to the established environmental mitigation measures, maintain overall coordination with contractor, construction manager, Authority's representative and other key individuals.
- ix. An RSA+ representative in conjunction with CM may assist with coordination of special inspections and lab testing RSA+ will review the testing labs' monthly payment request for accuracy and make a recommendation to the CM for payment authorization.
- x. RSA+ will provide both schedule and budget assistance. We will monitor construction progress, review, and approve the construction schedule submittals, and maintain a project timeline along with the CM.
- xi. Weekly site visits to observe progress, confer with contractor and CM and discuss any current or upcoming construction items outside of the OAC meetings.
- xii. RSA+ will review, document, and make recommendations for approval of Change Orders to the Authority.
- xiii. Safety Checks and OSHA Compliance
- xiv. Construction Management Plan (pre and post roadway survey). As required under the Mitigation Measures for the project and as prescribed by Agency staff, a pre and post roadway analysis is required to determine if the project created impacts (degradation) of the adjacent roads that lead into the property. These roadways are limited to the following:
 - 1) Beginning at the intersection of Highway 29 and South Kelly road, then westward along South Kelly toward the project site and then southerly only from the intersection of South Kelly and Devlin Road to 200' past the alternate site entrance used for transporting stockpile and other materials.
- xv. Site Observations. RSA+ and the design consultants have prepared scope to perform oversight and review of the site design and building design. ***These observations are not Inspections, and no reports will be prepared***

as part of the observations. RSA+ and the design consultants will notify the CM if observations do not follow the plans and/or project specifications, and it is expected the CM will work with contractor to remedy.

The following is a list of expected observations:

- a) Civil.
 - i. Grading
 - 1. Pad Finished Grade (Limits and Elevation)
 - 2. Rough Grading at Conforms and physical features (Considering finish materials, e.g., sod, mulch, rock)
 - ii. Storm Drainage
 - 1. Storm Drainage Structures (Size, Location, Bedding, Elevation, Connections, backfill material and compaction)
 - 2. Storm Drainage Pipes (Bedding, Line, Grade, material, connections, backfill material and compaction)
 - 3. Hard Surface Features (Line, Grade, material)
 - 4. Earthen Features (Line, Grade, surfacing)
 - 5. Drainage Areas
 - 6. Sediment/Debris free at start-up
 - 7. Bioretention facilities
 - iii. Sanitary Sewer
 - 1. Sanitary Sewer Structures (Size, Location, Elevations, connections, backfill material and compaction)
 - 2. Sanitary Sewer Pipe (Line, Grade, Material, Connections, backfill material and compaction)
 - iv. Water Line and Recycled Water Line
 - 1. Structures (Sizes, Location, Elevation, materials, connections, backfill)
 - 2. Water Pipe (Line, Grade, Material, Connections, Bedding, backfill material, and compaction)
 - 3. Separations from other Utilities
 - v. Concrete Work
 - 1. Forms and base Check (Line, Grade, Geometry, thickness)
 - 2. Conforms (Elevations, smooth transition, Drainage)
 - vi. Accessible Routes on Site

1. Pathways Form Check (Line, Grade, Geometry)
 2. Ramp Form Check (Slopes, lengths, landings)
 3. Pathway and Ramp As-Built Check
- vii. Asphalt
1. Subgrade (Geometry, Line, grade)
 2. Headers (Material, Line, grade)
- b) Geotechnical Engineering (RGH) – See scope of services in Exhibit A attached. Note that special inspections are a separate item in this proposal.
 - c) Dry Utility (Radius) – See scope of services in Exhibit B attached
 - d) Landscape Architecture (Studio1515) – See scope of services in Exhibit C attached
 - e) Architect (NDP) – See scope of services in Exhibit D attached
 - f) Structural Engineering (ZFA) – See scope of services in Exhibit E attached
 - g) Mechanical (ColeBreit) – See scope of services in Exhibit F attached
 - h) Electrical (ColeBreit) – See scope of services in Exhibit F attached
 - i) Plumbing (ColeBreit) – See scope of services in Exhibit F attached
 - j) Sparta Coordination – It is expected that both Mechanical, Electrical, Plumbing and Structural coordination will be required with the Sparta engineering team that is providing the sorting equipment. Time and fee have been added to have the Colebreit and ZFA teams work with the Sparta team.
- xvi. Special Inspections – The geotechnical engineering firm (RGH) has prepared scope and fee to handle special inspections as detailed on their scope in Exhibit A. The accompanying fee for all special inspections is included in the budget
- c. ***SWPPP Monitoring and Qualified SWPPP Practitioner Services:***
- i. In accordance with State Water Resources Control Board Order No. 2022-0057-DWQ (The Order) effective September 1, 2023, RSA+ will act as the QSD/QSP and provide SWPPP Monitoring Services from initial ground disturbance (i.e., demolition, clearing, and grubbing) through final stabilization and filing of a Notice of Termination (NOT). RSA+ will perform the following services to address the monitoring and reporting requirements.

- 1) Record keeping and reporting, including weekly inspections. Daily rain gauge readings and dust/tracking control will be the Contractor's responsibility.
- 2) Preparation of BMP and conducting all QSD/QSP inspections required by The Order, including (but not limited to) inspections prior to and following Qualifying Precipitation Events (QPE) or Numeric Action Level (NAL) Exceedances. The inspection reports will include the project risk level, the trades active on the site, the active phase of construction, photo documentation of BMPs, and suggested action to address most probable stormwater discharge issues that may arise.
- 3) Stormwater sampling, analysis, and reporting as required for QPEs.
- 4) Numeric Action Level (NAL) Exceedance Reports, if required.
- 5) File Changes of Information (COIs), if required.
- 6) Preparation of a Notice of Termination (NOT) to close the permit and WDID#.

d. ***Project Close-out:***

- i. RSA+ will review testing documentation required for contract compliance. RSA+ will also assist with the fire marshal, building department, and any other code enforcement authorities to help ensure an orderly and timely project close-out.
- ii. RSA+ will work with Authority staff and the CM to prepare a project punch list. RSA+ may further estimate the value of the punch list items to be used to establish the appropriate amount of contractor retention pending completion of the punch list work.
- iii. RSA+ will review the contractor's during-construction changes with the Design Team and CM. RSA+ and the design team will prepare updated drawings based on contractor records of the changes that occurred during construction. Additionally, RSA+ will prepare an as-built survey of the site to create "As-Built" drawings. A consolidated file will be turned over to the Authority at the end of the project.
- iv. RSA+ will review any outstanding dispute items at the completion of the project and make clear recommendations to the Authority as to appropriate action or potential resolution parameters.

B. Not included in this scope of services:

1. Payment of County, City, Title Company or other agency fees.

Additional Fees

We will provide these services on a "Time and Materials not-to-exceed" (T&M nte) fee basis as follows:

Task 4 - Construction Phase Services

Task 4a	Continued Bidding Assistance	(T&M nte)	\$150,000
Task 4b	Construction Assistance, Observations, and Inspections	(T&M nte)	\$1,129,000
Task 4c	SWPPP Monitoring and QSP Services	(T&M nte)	\$72,000
Task 4d	Project Close-out	(T&M nte)	\$38,000
Task 4 Total			\$1,389,000

Please sign in the space provided below to indicate your concurrence with this second addendum to our original Agreement. Please feel free to call should you have any questions.

Sincerely,

Agreed:

Signed by:

 FA163AE1C4CC4B5...
 Christopher M. Tibbits, PE, LS
 Principal + Vice-President
 RCE 59361 / PLS 8585

 By: _____ Date

JS/sb/bs
#4124470.1 – 18

Encl.

- Exhibit A Geotechnical Engineering Scope of Services (RGH)
- Exhibit B Dry Utility Scope of Services (Radius)
- Exhibit C Landscape Architecture Scope of Services (Studio 1515)
- Exhibit D Architect Scope of Services (NDP)
- Exhibit E Structural Engineering Scope of Services (ZFA)
- Exhibit F Mechanical, Electrical, and Plumbing Scope of Services (ColeBreit)

EXHIBIT A



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

RSA+
Attention: Jeremy Sill
jsill@rsacivil.com

Project Scope and Fee Request
DRTS C&D Facility
889 Devlin Road
American Canyon, California

Proposal Number: 95.014210

As requested, we are pleased to submit this request for authorization to provide additional geotechnical services for the subject project. Attached is our recommended scope of services and corresponding fee estimate.

Very truly yours,
RGH Consultants

Jared J. Pratt
Principal Engineering Geologist
Project Manager

Eric G. Chase
Principal Geotechnical Engineer

JJP:EGC:msz:brw
Electronically submitted



cc: RSA+
Attention: Bruce Fenton
bfenton@rsacivil.com
Attention: Michael Yoder
myoder@rsacivil.com

[https://rghgeo.sharepoint.com/sites/shared/shared documents/work in progress/_pip/_jjp/napa-vallejo waste management authority 95.012210/95.014210 scope & fee request.docx](https://rghgeo.sharepoint.com/sites/shared/shared%20documents/work%20in%20progress/_pip/_jjp/napa-vallejo%20waste%20management%20authority%2095.012210/95.014210%20scope%20&%20fee%20request.docx)

Attachments: Schedule of Charges
Grading Observation and Testing Estimate
Special Inspection Estimate



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

Proposal No.95.014210

Project Scope and Fee Request

Project Name: DRTS C&D Facility

Project Location: 889 Devlin Road, American Canyon, California 94503

As the Geotechnical Engineers for the above referenced project, we request your authorization to perform the following additional services. These additional services are required by the County of Napa Planning Department and recommended in our geotechnical report for the project dated April 1, 2024. The project plans and specifications prepared by Napa Design and RSA+ and the recommendations in our report will be the guidelines for the work.

Project Description: We understand it is proposed to construct a new prefabricated main processing building and a wood framed administration building.

Scope of Services: The scope of RGH's services during construction will be based on knowledge of the soil conditions gained from the soils report and experience obtained during construction of similar projects. Our typical geotechnical observation and testing includes providing intermittent on-site observation with field and laboratory testing during the following work items:

- Excavation of weak surface soils and old fills within and adjacent to the building and exterior concrete slab areas
- Placement and compaction of fills
- Excavation of footings (on-call checking only)
- Placement and compaction of utility trench backfills (on-call checking only)
- Preparation of subgrade for concrete slabs-on-grade
- Preparation of subgrade and aggregate base for pavement
- Installation of geotechnical drainage improvements

Generally, our special inspection services include observation and testing during the following work items:

- Reinforcing steel placement
- Placement of concrete (including slump and cylinder collection)
- Epoxy installation
- Welding
- Bolt installation
- Shear wall nailing

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a final letter, including field and laboratory data.

Estimated Additional Fee: RGH proposes to perform the services indicated above on a time-and-expense basis in accordance with our then-current schedule of charges. Our current schedule of charges is attached. Our estimated fees are presented below and an itemized breakdown of our estimate is attached. It should be understood that fees for observation and testing during construction are difficult to estimate as they are highly dependent on the contractor's schedule. If a detailed cost estimate is needed for construction observation and testing, we can provide one once a construction schedule has been prepared.

Geotechnical Construction Observation and Testing	\$140,236 – Time and Expense
Special Inspection Testing	\$287,174 - Time and Expense

This estimate includes our fee for laboratory, clerical, and office engineering support services during construction.

Our total fee could vary depending on the actual construction procedures and rate of progress. These, in turn, are dependent on soil conditions encountered and the prevailing weather. We will keep you advised of our charges by issuing progress billings, and will inform you of any changes in conditions which might significantly affect our fee. The above estimate does not include charges for observation and retesting of the repair of unsatisfactory work.

We appreciate the opportunity to provide continued services on this project. Please return one signed copy of this Authorization for Additional Services as our formal authorization.

AUTHORIZATION: We anticipate that we will be authorized through a standardized ACEC or similar contract presented by the Client for our review.



Experience is the difference

Santa Rosa Office
 3501 Industrial Drive, Suite A
 Santa Rosa, CA 95403
 707-544-1072

Napa Office
 1041 Jefferson St, Suite 4
 Napa, CA 94559
 707-252-8105

SCHEDULE OF CHARGES
Effective January 1, 2024

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$250/hour
Associate	\$205/hour
Senior Engineer/Geologist	\$195/hour
Project Engineer/Geologist	\$175/hour
Staff Engineer/Geologist	\$150/hour
Field Engineer	\$140/hour
Field Engineer (Prevailing Wage)	\$180/hour
Graphics	\$110/hour
Administrative Support.....	\$90/hour

EQUIPMENT

Slope Inclinometer Instrument	\$200/day
Coring Machine	\$400/day
Infiltration Test Apparatus.....	\$200/day
Sonic Echo Foundation Test Gauge.....	\$200/day
Specialty Software (i.e. SLOPE/W, VolFlo)	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks.....	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400
Each Additional Cylinder Break	\$50
Each Additional Core Break.....	\$100

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

Project Name: GRADING Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	16		\$250.00	\$4,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	109	0.50	\$150.00	\$8,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	109	0.25	\$90.00	\$2,452.50	
				\$14,627.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Pad Grading	25	8.00	\$180.00	\$36,000.00	
Drive and Parking Grading	15	8.00	\$180.00	\$21,600.00	
Trench Storm Drain	20	4.00	\$180.00	\$14,400.00	
Trench Water (domestic)	2	4.00	\$180.00	\$1,440.00	
Trench Water (recycled)	2	4.00	\$180.00	\$1,440.00	
Trench Fire Water	20	4.00	\$180.00	\$14,400.00	
Fire Hydrants	4	4.00	\$180.00	\$2,880.00	4 Hydrants
Trench Sewer	6	4.00	\$180.00	\$4,320.00	
Trench Joint	2	4.00	\$180.00	\$1,440.00	
Under Slab drain	4	2.00	\$180.00	\$1,440.00	
Off site tie-ins	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Footing Excavation Observation	4	4.00	\$180.00	\$2,880.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	109			\$109,440.00	
LABS					
Compression Testing - Set of 4 Cylinders			\$200.00	\$0.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves	8		\$305.00	\$2,440.00	
1557 Curve with rock correction	2		\$490.00	\$980.00	
R.I.C.E.			\$170.00	\$0.00	
				\$3,420.00	
SUBTOTAL ESTIMATED COST				\$127,487.50	
				10% Contingency	\$12,748.75
TOTAL ESTIMATED COST				\$140,236.25	

Services are provided on a time and expense basis in accordance with our Schedule of Charges.
 The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.

Project Name: SI Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	8		\$250.00	\$2,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	189	0.50	\$150.00	\$14,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	189	0	\$90.00	\$4,252.50	
				\$20,427.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Perimeter footing steel	3	4.00	\$180.00	\$2,160.00	
Perimeter footing concrete	3	8.00	\$180.00	\$4,320.00	
Spread footing steel	3	4.00	\$180.00	\$2,160.00	
Spread footing concrete	3	8.00	\$180.00	\$4,320.00	
Push wall steel	3	4.00	\$180.00	\$2,160.00	
Push wall concrete	3	8.00	\$180.00	\$4,320.00	
Retaining wall footing steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall footing concrete	2	8.00	\$180.00	\$2,880.00	
Retaining wall steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall concrete	2	8.00	\$180.00	\$2,880.00	
Slabs steel	9	4.00	\$180.00	\$6,480.00	
Slabs concrete	9	8.00	\$180.00	\$12,960.00	
Equipment pads steel	2	2.00	\$180.00	\$720.00	
Equipment pads concrete	2	4.00	\$180.00	\$1,440.00	
OT time for concrete pours	24	2.00	\$270.00	\$12,960.00	
Cylinders Pick UP	24	2.00	\$180.00	\$8,640.00	
			\$180.00	\$0.00	
Welding (shop)	40	8.00	\$180.00	\$57,600.00	
Welding (field)	25	8.00	\$180.00	\$36,000.00	
High Strength Bolting	14	4.00	\$180.00	\$10,080.00	calibrated wrench method
Epoxy	14	8.00	\$180.00	\$20,160.00	
Shear	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Exterior concrete drive areas	5	8.00	\$180.00	\$7,200.00	
Exterior AC drive areas	4	8.00	\$180.00	\$5,760.00	
Exterior curbs and valley gutters	2	8.00	\$180.00	\$2,880.00	
Off Site Patch Paving	2	8.00	\$180.00	\$2,880.00	
Cylinders Pick UP	7	2.00	\$180.00	\$2,520.00	
			\$180.00	\$0.00	
Trash enclosure footing steel	1	3.00	\$180.00	\$540.00	
Trash enclosure footing concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure slab steel	1	2.00	\$180.00	\$360.00	
Trash enclosure slab concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure walls steel	1	3.00	\$180.00	\$540.00	
Trash enclosure walls concrete	1	4.00	\$180.00	\$720.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	189			\$227,160.00	
LABS					
Compression Testing - Set of 4 Cylinders	64		\$200.00	\$12,800.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves			\$305.00	\$0.00	
1557 Curve with rock correction			\$435.00	\$0.00	
R.I.C.E.	4		\$170.00	\$680.00	
				\$13,480.00	
SUBTOTAL ESTIMATED COST				\$261,067.50	
			10% Contingency	\$26,106.75	
TOTAL ESTIMATED COST				\$287,174.25	

Includes admin part of building.

Services are provided on a time and expense basis in accordance with our Schedule of Charges.

The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.



EXHIBIT B

DRY UTILITY DESIGN ○ CONSULTING ○ PROJECT MANAGEMENT

E. ~~Pre-Construction Administration—Add Alternate~~

Description of Services

1. ~~Design updates for city submittals after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
2. ~~Respond to emails and phone calls after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
3. ~~Project coordination meetings after PG&E designs have been approved and prior to construction start (includes 12 hours)~~

F. Construction Administration – Add Alternate **Construction Administration begins immediately after the pre-construction meeting is complete. Cost is based on an expected [6 month] duration of construction administration related to joint trench coordination, design updates and construction support. Longer durations of construction will require additional work authorization or to be charged at time and material per rates listed below.*

Description of Services

1. Respond to RFI's and submittals (includes 16 hours)
2. Two jobsite visits (includes 8 hours)
3. Respond to emails and phone calls (includes 8 hours)
4. Meetings (includes 8 hours)

G. Relocate existing PG&E gas line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing gas main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E gas drawings and material list for the gas main relocation work along the project site.
5. Submit gas drawings to PG&E and address comments for approval.
6. Coordinate with outside disciplines (landscape, civil) to ensure proposed trench location meets PG&E clearance requirements
7. Address final PG&E comments and coordinate joint trench location per comments
8. Create Joint Trench Composite plan and Form B for submittal to PG&E

H. Relocate existing PG&E electric line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing electric main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E electric drawings and material list for the electric main relocation work along the project site

#4122430.0.16

PROPOSAL FOR RSA+ - DRTS NAPA VALLEJO WASTE MANAGEMENT AUTHORITY

Agreement entered into at Napa, California, made this 28th day of April 2022, by and between:

CONSULTANT:
Studio 1515
1426 Fourth Street
Napa, CA 94559

CLIENT:
RSA+
Attn: Jeremy Sill
1515 4th Street
Napa, CA 94559
jsill@rsacivil.com

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client intends to construct a facility for processing construction and demolition debris at the Devlin Road Transfer Station (DRTS) in American Canyon, CA (APN 057-090-060).

A. Consultant agrees to perform the following scope of services:

1. ~~**Schematic Landscape Plan.** Studio 1515 will prepare a Schematic Landscape Plan in accordance with any applicable agency standards including the following:~~
 - a. ~~Review relevant existing documents including:~~
 - i. ~~NVWMA (Napa Vallejo Waste Management Authority) Standards~~
 - ii. ~~Project history and concept development documents~~
 - b. ~~Develop and refine landscape concept by integrating Client and design team feedback.~~
 - c. ~~Attend up to three (3) in-person or virtual meetings.~~
2. ~~**Landscape Design Development.** Studio 1515 will further refine plans to address items that are appropriate to the landscape design theme and project budget including the following:~~
 - a. ~~Note locations of underground and above grade utilities~~
 - b. ~~Refine tree locations~~
 - c. ~~Refine plant palette~~
 - d. ~~Finalize hardscape layout and materials selections~~
 - e. ~~Indicate features unique to the project~~
 - f. ~~Studio 1515 will attend up to three (3) in-person or virtual meetings~~

3. **Landscape Construction Documents.** Studio 1515 will prepare landscape construction documents consisting of the following:
 - b. ~~Landscape Construction Callout and Layout Plans at 1"=20'.~~ Plans will indicate the locations, material reference and dimensions of landscape construction elements such as walks, paving finishes, planting areas, etc.;
 - e. ~~Landscape Construction Details at various scales.~~ Plans will show the visual effect of landscape construction details as may be appropriate;
 - d. ~~Tree Planting Plans at 1"=20'.~~ Plans will show tree locations and indicate quantity and size of trees including a botanical plant list of such materials;
 - e. ~~Shrub Planting Plans at 1"=20'.~~ Plans will show the locations and indicate quantity and size of shrubs including a botanical plant list of such materials;
 - f. ~~Irrigation Plans at 1"=20'.~~ Plans will show irrigation equipment locations, laterals lines, mainline locations, pipe sizing, and irrigation equipment legend complete with California State Model Water Efficient Landscape Ordinance (MWELO) water use calculations.
 - g. ~~Irrigation and Planting Details at various scales.~~ The plan will show the irrigation materials and related equipment connections for installation and describe any special planting procedures, staking, guying, etc.;
 - h. ~~Coordination.~~ Studio 1515 will coordinate landscape design with Client's Architect for design components as they relate to landscape work. We will also coordinate landscape services with Client's Electrical Engineer, Utilities Consultant, Civil Engineer and MEP Consultant.
 - i. ~~Landscape Approval Assistance.~~ Three (3) standard and reasonable plan check iterations are anticipated. Plan check and other miscellaneous processing above and beyond three (3) will be billed separately on a T&M basis.
 - j. ~~Meetings.~~ Studio 1515 will attend up to seven (7) in-person or virtual meetings.
4. **Bidding & Negotiation Assistance.** Studio 1515 will review contractor bids for consistency and comparison and respond to RFI's as needed.
 - a. Studio 1515 will attend one (1) virtual meeting via Zoom.
5. **Construction Phase Services.** Studio 1515 will attend periodic site visits during project Construction Phase. All other construction administrative services will be billed on an hourly basis. Services will include, but are not limited to, the following:

- a. Review or take appropriate action on submittals received from the contractor (i.e. shop drawings, product data and samples), but only for the limited purpose of conformance with the design concept of the work and with the information given in the plans and specifications prepared by Studio 1515.
- b. Review substitutions and alternatives, as requested by the contractor, and make recommendations.
- c. Provide periodic field visits during the construction phase that would include the following:
 - i. Observe and become generally familiar with the progress of the work to determine if the work is generally proceeding in accordance with the construction documents.
 - ii. Review landscape construction items including forms for concrete pours positioning of construction features, and location of excavation for trees and plant materials and quality of construction materials utilized.
 - iii. Observe the installation of plant material and irrigation materials, and equipment for general conformance to contract documents and design intent.
 - iv. Review landscape installation at beginning of plant establishment period and prepare “punch list” of findings.
 - v. Inform and advise Client via written documents of Studio 1515 site observation meetings.
 - vi. Studio 1515 shall not have control over or charge of, and shall not be responsible for construction means, contractor’ schedules, contractor’s errors and omissions, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work since these are solely the contractor’s responsibility under the contract for construction. Although Studio 1515 may observe and discuss potential problems, these periodic field visits are not construction inspections or a guarantee that there will not be construction deficiencies.
 - vii. Studio 1515 will attend up to ten (10) in-person, on-site meetings. If more site visits are required these will be billed at Time & Materials.

B. Not included in this scope of services:

- 1. Design for any other part of the facility outside the project limit of work.
- 2. Geotechnical/Geological design services.
- 3. Professional perspective renderings.

- 4. Photometric analysis or lighting design services.
- 5. Preparation of Estimate of Probable Costs of Landscape Plan.
- C. All reimbursable expenses will be charged for in addition to the contract price in accordance with the attached Fee Schedule.
- D. This Proposal and the attached Fee Schedule shall become part of the Consultant/Client Agreement when said document is signed by both parties.
- E. This Proposal is subject to acceptance by May 28, 2022, or is void thereafter at the option of the Consultant.
- F. Client agrees to compensate Consultant on a "Time & Materials" (T&M) or a "Fixed Fee" (FF) fee basis, in accordance with the attached Fee Schedule.

Task 1.....Schematic Landscape Plan.....	(T&M).....	\$14,000*	
Task 2.....Landscape Design Development.....	(FF).....	\$ 6,000	
Task 3.....Landscape Construction Documents.....	(FF).....	\$38,000	
Task 4.....Bidding & Negotiation.....	(T&M).....	\$ 4,000*	
Task 5.....Construction Phase Services.....	(T&M).....	\$ 8,000*	\$11,000 sh

* Estimate of fee for this task. Actual fee will be based on required effort to complete task.

- G. Client has read and understands all the "Standard Provisions of Agreement between Client and Consultant" attached hereto and incorporated by reference, and agrees all Provisions of Agreement are a part of this Agreement and are binding on Client and Consultant.
- H. Client and Consultant agree that the late payment charge provided for in the Standard Provisions of Agreement shall be computed at a periodic rate of 1.50%, which is an annual percentage rate of 18%.

Studio 1515

RSA⁺

DocuSigned by:

 4/28/2022
 By: Susan Heiken, LA, CAsp Date
 Landscape Architect
 Certified Access Specialist

By: _____ Date
 CLIENT BILLING ADDRESS:
 (if different from the mailing address above)

 Attn: _____

#4122430.0.16
 SH/sl

Client Initials	DS Consultant Initials SH
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**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT FOR LANDSCAPE ARCHITECTURE SERVICES**

Client and Consultant agree that the following provisions shall be part of this agreement:

1. PERSONNEL RATES:		MATERIALS & EXPENSES:	
Landscape Architect, Associate Principal	\$210.00/hour	CADD Plot	\$10.00
Landscape Architect, Senior Associate	\$185.00/hour	Large Format Copy, B&W	\$ 4.00
Landscape Project Manager	\$160.00/hour	Large Format Copy, Color	\$15.00
Landscape Designer	\$150.00/hour	Small Format Copy, B&W	\$ 0.15
Administrative Coordinator	\$100.00/hour	Small Format Copy, Color	\$ 0.75
		Other Materials/Expenses at Cost +15%	

IF APPLICABLE

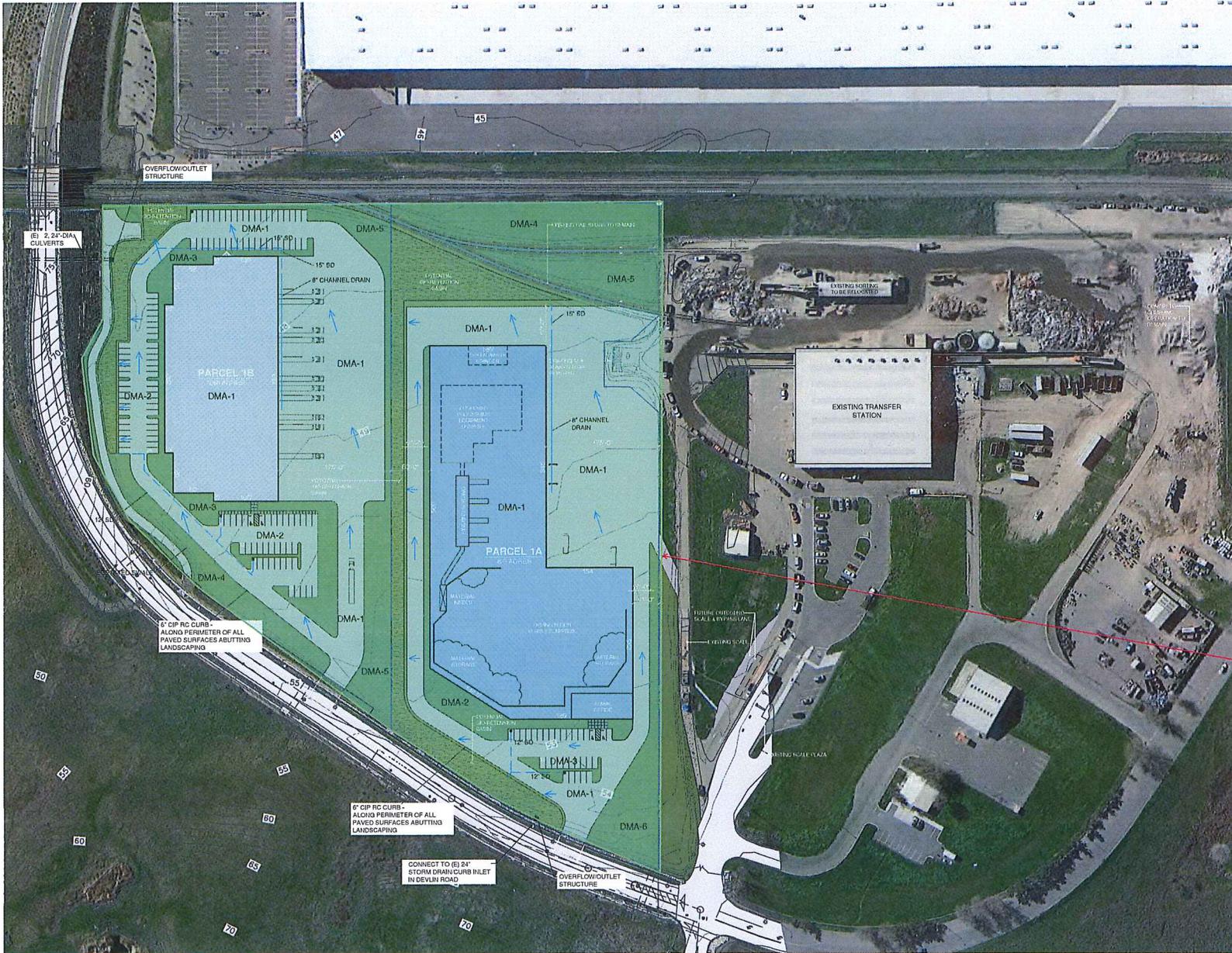
Survey Crew	\$295.00/hour
(Construction, 2 Man, Robotic, or GPS)	
Additional Field Personnel	\$95.00/hour
Licensed Surveyor	\$215.00/hour
Survey Technician	\$160.00/hour

Travel time is charged at standard billing rates and overtime is charged at 1.5 x hourly rate.

Mileage is billed at the standard Federal mileage rate.

2. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any modifications to this agreement shall be in writing and signed by both Client and Consultant.
3. In the event Client terminates the contract before the completion of all services, Client agrees to release Consultant from all liability for services performed and Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.
4. All fees and other charges due Consultant will be billed monthly and shall be due upon receipt. Failure to pay Consultant within thirty (30) days after invoices are rendered, shall constitute a material breach of this entire agreement.
5. Client agrees to pay a monthly late payment charge that shall be computed at a periodic rate of one and one-half percent (1-1/2%) per month (an annual percentage rate of 18%) or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Minimum monthly charge to be \$15.00.
6. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to Studio 1515's standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-Studio 1515 standard task organizations.
7. A 3% convenience fee will be charged for each credit card transaction processed.
8. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability to the amount of the Consultant's fee.
9. This Fee Schedule is applicable until December 31, 2022, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2023.

END OF PROVISIONS



SITE SUMMARY

PARCEL 1A (3.7 ACRES) 340,528 S.F. 100%
 BUILDING AREA: 100,000 S.F. 29%
 LANDSCAPE AREA: 172,000 S.F. 50%
 HARDSCAPE AREA: 154,168 S.F. 45%

PARCEL 1B (1.6 ACRES) 201,131 S.F. 100%
 BUILDING AREA: 63,000 S.F. 31%
 LANDSCAPE AREA: 80,300 S.F. 40%
 HARDSCAPE AREA: 157,831 S.F. 79%

DEVELOPMENT STANDARDS
 MINIMUM SETBACK: 30 FEET
 MAXIMUM FLOOR AREA RATIO: 50%
 MAXIMUM BUILDING HEIGHT: 40 FEET

PARKING SUMMARY

PARCEL 1A
 STANDARD PARKING: 30 STALLS
 ACCESSIBLE PARKING: 2 STALLS
 TOTAL PARKING: 32 STALLS

PARCEL 1B
 STANDARD PARKING: 112 STALLS
 ACCESSIBLE PARKING: 2 STALLS
 TOTAL PARKING: 114 STALLS

PARKING REQUIREMENTS
 WAREHOUSE STORAGE: 1 PER 1,000 S.F. OF GROSS FLOOR AREA FOR THE FIRST 20,000 S.F. OF GROSS FLOOR AREA, PLUS 1 PER 2,000 S.F. OF GROSS FLOOR AREA THEREAFTER
 OFFICE: 1 PER 300 S.F. OF GROSS FLOOR AREA

STORM DRAINAGE

- DMA-1 DRAINAGE MANAGEMENT AREA
- SURFACE WATER FLOW DIRECTION
- - - BELOWGROUND STORM DRAIN PIPE
- DROP INLET

project limit of work



Date: October 28, 2024

RSA+

Attn: Jeremy Sill, Associate Principal

Re: Napa Valley Waste Management Authority C+D Facility Construction Administration Phase
Architectural Design Construction Phase Services for the new C+D Facility to be located at the existing Devlin Road Transfer Facility (DRTS) in American Canyon, California.

Architectural Design Services Proposal

Description of consultant’s role.

Architect of Record, Project management coordination with RSA+ for the Construction Phase. Provided architectural services to coordinate with client, client representative, project management company and design team. RSA+ will contract with Structural, Mechanical/Plumbing, Electrical, Fire Sprinkler & Alarm consultants for the new C+D Construction Administration services to be provided.

Proposed Scope of Project and Design Work

The proposed project includes site work and building design and coordination for a new 130,000 s.f. C+D Facility. The C+D Facility is currently “out to bid” and we are coordinating with design team and will be coordinating through the bid process to complete and update the construction documents. This current and ongoing work is not part of this CA services proposal; the current and ongoing work is currently being completed under the existing design services contract.

Construction is anticipated to begin in 2025 along with the proposed architectural CA (construction administration) services to include project meetings, coordination with Owner’s representative, response to RFI and Change Order requests, review of applications for payment through the course of construction. Periodic site visits will include a field report which may be in the form of an email or other written documentation. RSA as the project lead shall prepare any meeting notes during the construction process. As the construction nears completion, the architectural design team will review the project work completed and prepare a punch list for the project representative, the owner and the general contractor to utilize as a guide in completing the work. NDP will provide the architectural portions of the punch list. As the architect of record NDP will review the as-built documentation and manuals provided by the general contractor as part of the record documents and project closeout.

This proposal does not include value engineering, design revisions or modifications, or asbuilt drawing services provided by the architect.

NDP Architectural Services

Project Meetings and Coordination*
Construction Administration

Budgeted Fees

\$ 80,000.00
\$120,000.00

*client and construction team meetings and communication through the construction process

Budget for Reimbursable Expenses

Reproduction - Printing and delivery expenses not included
in proposed design services costs.

\$ 5,000.00

Total Proposed Architectural Services Budget

\$205,000.00

Contractual Terms

This proposal letter is intended to be an exhibit to the existing design services agreement. This proposal agreement is valid for 90 days from the date listed at the top of this document.

Sincerely,

Proposal Accepted by:

Stephen R. Cuddy, AIA, LEED AP
California License C12633
Napa Design Partners LLP
Managing Partner

Name:
Title:
Company:
Date:

c.c. Millie Binz, Bookkeeper

ZFA STRUCTURAL ENGINEERS

1303 jefferson street | suite 400a | napa ca 94559 | 707.492.3452 | zfa.com

AGREEMENT

FOR PROFESSIONAL SERVICES

Jeremy Sill
RSA+
1515 Fourth Street
Napa, CA 94559
Email: JSill@RSACivil.com
Phone: 707.252.3301

Project Number: 22307.05
Project Name: NVWMA C&D Facility – CA Services
Location: American Canyon, CA

PROJECT DESCRIPTION:

Provide structural engineering services for bid assistance and construction administration services for a new Construction and Demolition waste materials processing facility at the Devlin Road Transfer Station (DRTS) in American Canyon. The facility will be operated under the management of the Napa-Vallejo Waste Management Authority (NVWMA) and designed to enable the DRTS to provide additional processing capability for the future and increase recovery of recyclable material in the amount of up to 100,000 tons per year.

SCOPE OF SERVICES:

Bid Assistance & Construction Administration (CA) including the following:

- Prepare responses to questions from prospective bidders regarding the structural aspects of the project, as well as clarifications for addenda to the bid documents.
- Once a contractor is chosen and the metal building supplier has provided pre-engineered metal building (PEMB) drawings and calculations, ZFA will remove the metal building plans, details notes and specifications relating to the PEMB, from construction documents as directed by the owner, and release an addendum set of drawings accordingly.
- Review the contractor's PEMB drawings and calculations for comparison to ZFA designed metal building drawings and design criteria and note any discrepancies or alterations. The review includes major steel framing element sizes and locations and column reactions to confirm design matches the approved design/drawings by ZFA.
- Attend a construction kick-off meeting to review and discuss the project schedule, structural inspection requirements, and team member expectations and attend up to (10) OAC meetings during the construction phase of the project.
- Provide on-site structural reviews at the site for foundation and slab-on-grade reinforcement as well as for wood framing, and shearwall/roof sheathing nailing and hardware installation.
- Review 3rd party special inspection reports and respond to any related questions and/or non-conforming work, as applies.
- Review and respond to contractor requests for information (RFI) as needed and as requested.
- Review structural submittals for general compliance with the construction documents including concrete mix designs, product submittals, etc. and shop drawings including reinforcing steel, and structural steel (pre-engineered metal building is not included).
- Provide clarifications for the structural design intent of the construction documents and work with the owner, architect, or contractor to facilitate construction while remaining within the intent and requirements of the design.
- Review contractor change order requests as needed for feedback on structural related scope of work.
- Provide field reports from on-site reviews of construction at stages noted above.

- Provide a final letter of general conformance can be provided if ZFA performs all on-site structural reviews for all required areas with follow-up site visits to confirm completion.
- Provide a final PDF markup "CA Set" of drawings indicating any RFI/SSK revisions made during the construction phase of the project for owner use/files.
- Review and response to MEP, fire suppression, and civil RFI's and RFC's related to structural issues and item.
- Provide review of owner supplied equipment slab and foundation design and details as they relate to incorporation onto the structural slab and foundations designed by ZFA.

SPECIAL CONDITIONS:

- Third party Special Inspections are expected for concrete, steel, and post-installed anchors and are typically contracted directly with the owner
- The steel building design will be replaced by the contractor's metal building supplier's design that includes engineering calculations, plans, and details for construction. ZFA does not act as the SEOR of metal buildings designed by others.

ENGINEERING FEE: \$65,000 – Estimated – Billed at Hourly Rates plus reimbursable expenses

Risk Allocation: In recognition of the relative risks and benefits of the project to both the Client and ZFA, the risks have been allocated so that the Client agrees that to the fullest extent permitted by law, ZFA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of **\$500,000** (see Terms and Conditions). Such causes include, but are not limited to, ZFA's negligence, errors, omissions, strict liability, and breach of contract or warranty.

Offered by:
ZFA STRUCTURAL ENGINEERS

Accepted by:
RSA+



Chris Jonas, SE 5246
 Principal
 Date: December 20, 2024

Signature: _____
 Print Name: _____
 Date: _____

The following detailed Terms and Conditions on the accompanying pages are hereby incorporated by reference in the entirety as an integral part of this Agreement. Client's acceptance of this Agreement includes full acceptance of all Terms and Conditions without condition or reservation.

ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS

1. **BILLINGS/PAYMENTS**

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

2. **REIMBURSABLE EXPENSES**

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 10 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

3. **SUSPENSION OF ENGINEERING SERVICES**

If the Client fails to make payments when due or otherwise is in breach of *this Agreement or any other Agreements* Client has made with ZFA Structural Engineers, ZFA may suspend performance of *all* services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing the obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

4. **INDEMNIFICATION**

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA.

5. **STATUTE OF LIMITATIONS**

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

6. **TERMINATION**

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

7. **EXPIRATION**

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

8. **ACCESS TO SITE**

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

9. **HIDDEN CONDITIONS**

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

10. **CONSTRUCTION MEANS & METHODS**

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. **OTHER PROVISIONS**

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client.

One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. **OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES**

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers.

BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files." Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. **VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. **DISPUTE RESOLUTION**

At the discretion of ZFA Structural Engineers, all claims, counterclaims, disputes or other matters in question between the parties hereto arising out of or in relation to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

15. **ENTIRE AGREEMENT**

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. **CONTINGENT GUARANTEE**

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **BILLING RATES**

Executive Principal	\$255.00 per hour	Engineer	\$140.00 per hour
Principal	\$225.00 per hour	Designer	\$125.00 per hour
Associate Principal	\$200.00 per hour	BIM Project Manager	\$145.00 per hour
Senior Associate	\$185.00 per hour	Senior BIM	\$135.00 per hour
Associate	\$175.00 per hour	BIM Technician	\$115.00 per hour
Senior Engineer	\$155.00 per hour	Engineering Support	\$80.00 per hour

ADDITIONAL SERVICES AGREEMENT (ASA)

Project #: 20220488
Date: 10/23/24

ASA #: 02

Project: Napa County C&D Facility
Owner: Napa Design Partners
To: Stephen Cuddy

Please sign this ASA authorizing us to proceed with work as described below upon terms as set forth herein and in supplement to our Contract dated: August 23, 2022.

Contract Sum plus previous ASAs:	\$ 224,815
Amount of ASA 02:	\$ 50,500
Total contract to date with this ASA:	\$ 275,315

DESCRIPTION OF WORK COVERED BY THIS ADDITIONAL SERVICE:

CONSTRUCTION SUPPORT SERVICES:

- Review of Contractor submittals and RFI's.
- Respond to Contractor questions during construction.
- Prepare sketches as necessary
- Perform up to two (2) site visits during the construction phase and provide site visit report/punch list.

EXCLUSIONS:

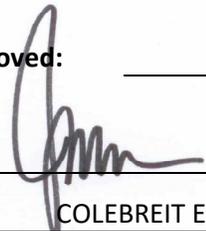
- Self-certification
- Self-inspections
- As-Built's
- Contractor requested meetings (can be provided upon approval)

NET ADDITIONAL SERVICE: <<ADD/DELETE>> \$ 50,500

Date Approved: _____

Date Approved: 10/23/24

By: _____

By:  _____

Owner/Architect

COLEBREIT ENGINEERING
John E Kohler, P.E. Managing Principal



EXHIBIT B

ENGINEERING FEE SCHEDULE WITH PREVAILING WAGE RATES

1. Listed herein are prices for the engineering services frequently performed by RSA+. Prices for services not listed will be given upon request.
2. Materials and expenses (subcontracts, fees, meals, travel expenses, etc.) are invoiced at cost plus 15%. Printing and plotting costs (for up to 50 sheets) will be billed per schedule below.
 - a. CADD plot \$10.00 per plot
 - b. Large-format copies, B&W \$ 4.00 per sheet
 - c. Small-format copies, B&W \$ 0.15 per page
 - d. Small-format copies, Color \$ 0.75 per page
3. Invoices will be submitted as agreed and are due upon receipt. Unpaid bills will be considered past due after 30 days from invoice date and will be subject to a late payment charge at the rate of 1½ percent per month, subject to a minimum charge of \$15.00 per month.
4. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to RSA+'s standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-RSA+ standard task organizations.
5. A 3% convenience fee will be charged for each credit card transaction processed.
6. This Fee Schedule is applicable until December 31, 2025, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2026.
7. Travel time is charged at standard billing rates.
8. Tasks involved with or requiring overtime, Code Violation Resolution, Stormwater Exceedance Compliance Assistance, Depositions, Hearings or Court Appearances are charged at 1.5 times at standard billing rates.

PREVAILING WAGE PERSONNEL RATES

Administrative Coordinator	\$100 per hour	Licensed Land Surveyor	\$235 per hour
Assistant Engineer	\$175 per hour	Principal	\$255 per hour
Associate Principal	\$250 per hour	Project Engineer	\$200 per hour
Design Engineer	\$185 per hour	Project Manager	\$235 per hour
Draftsperson	\$135 per hour	Prevailing Wage Survey Crew (2 Man)	\$375 per hour
Engineering Aide	\$100 per hour	Prevailing Wage QSP Stormwater Sampling Technician	\$190 per hour
Engineering / Survey Technician	\$165 per hour	Prevailing Wage Additional Field Personnel	\$155 per hour
Lead Engineer	\$205 per hour		

Expires 12/31/2025



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-888

TO: Napa-Vallejo Waste Management Authority
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Construction Manager - DRTS C&D Building Project #17810

RECOMMENDATION

REQUESTED ACTION: Approval and authorization for the Chair to sign Agreement 2026-02 with MCK Americas Inc. (MCK) with a not to exceed amount of \$1,166,495.19 for construction management and inspection services during construction of the Devlin Road Transfer Station C&D Building, Project #17810.

EXECUTIVE SUMMARY

Napa County issued a “Request for Statements of Qualifications (RFQ)” in January 2025 for as-needed construction management services. After receiving Statements of Qualifications from interested firms, the County determined MCK was the most qualified firm and entered into agreement for as-needed construction management services with MCK on June 17, 2025. Rather than engaging in a duplicative evaluation process, the Authority is “piggybacking” on the County’s RFQ and proposes to hire MCK as the construction manager for the new C&D Building.

MCK’s proposal for construction management and inspection services for the new C&D Building is included with this item. MCK will charge the Authority the hourly rates included with their proposal. The estimated cost for construction management services is \$1,166,495.19, though the final cost will likely be different depending on the level of effort necessary to complete the Project.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	8100-8100020
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The proposed agreement with MCK will provide the required construction management related services for our C&D Building, Project #17810.
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Constructing a large project without a construction manager increases the risk of delays, quality issues, and cost overruns.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: On August 6, 2020, the Authority adopted the Final IS/Addendum, the mitigation measures and the mitigation monitoring program for the Project pursuant to Resolution No. 2021-02. This subsequent discretionary approval related to the Project does not involve any change in circumstances, project changes, or new information of substantial importance which would warrant further environmental review pursuant to CEQA Guidelines section 15162.



MCK Americas Inc.
150 Executive Park Blvd., Suite 2150
San Francisco, CA 94134
415.656.3264
mckinc.net

July 15, 2025

Mr. Chris Celsi
Project Manager
Napa County Public Works

Subject: **Construction Management & Inspection Services
Napa Vallejo Waste Management Construction & Demolition Facility
Project No. 17810**

Dear Mr. Chris Celsi:

MCK Americas Inc. is pleased to provide this proposal to the County of Napa Department of Public Works for construction management services during the construction phase of the Napa Vallejo Waste Management Construction & Demolition Facility Project.

Scope of Construction Management Services

1. SCOPE OF WORK

MCK will supply all personnel, materials, and equipment to provide construction management & Inspection services during the construction of the Napa Vallejo Waste Management Construction & Demolition Facility Project No. 17810. Specific responsibilities are described below.

Task 1 Construction Management and Inspection

MCK Construction manager will provide communication and accountability through all levels of designated project stakeholders. MCK will provide Engineer/Client with monthly status reports that will include photos and descriptions of work completed, planned work for the next month, issues, schedule analysis, and regular budget reporting, including actual versus anticipated against Project Cost Model, milestones reached, historical trends, and forecasted projections. MCK will diligently review contractor project payment requests before recommending approval. MCK will conduct pencil reviews and job walks with the contractor to establish allowable invoices for each period. MCK will review invoices for accuracy and compliance with all requirements for payment. MCK will provide daily inspection reports, document Field Directives, design changes and nonconformance, and prepare Monthly Report updates on the progress of the project.

MCK will monitor all construction activities for adherence to contract requirements, planned coordination and logistics plans and permit compliance. Progress will be tracked and reported daily, with additional communication to the Engineer, contractor and Client needed to limit impacts on planned activities. MCK will coordinate with the Engineer for materials testing and special inspections to be performed by the County. MCK will coordinate closely with the contractor to create a forward-looking special inspection and testing schedule and develop a log of completed inspections and their results as well as with the Engineers sampling requirements. Any issues brought to the attention of the team will be documented and discussed in the field with the team, if required a non-conformance report (NCR) will be issued to the Contractor. MCK will collaborate with the field team and/or design team to ensure swift resolution. MCK will coordinate with Engineer as needed for sampling and testing.

MCK will provide:

- Daily inspection reports
- Field Directives, design changes and nonconformance
- Track T&M work as specified in the contract documents
- Review and recommend contractor project payment requests
- Review, negotiate and recommend contractors change order requests
- Review and comment on contractor baseline schedule and monthly updates
- Prepare Monthly Report updates on the progress of the project
- Prepare NCRs as needed.

All recordkeeping of reports, logs, and contractual documentation will be administered and managed in Procore, except as otherwise directed by the Client.

Task 2 Contract Administration and Document Control

MCK will coordinate and attend progress and coordination meetings with the contractor, Engineer, and Client during construction and prepare specific agenda, prepare accurate meeting minutes to record issues, agreements and direction from the Engineer/Client. MCK will administer the RFI and submittals process, including review of the contractor's submittal log for completeness, as well as all Engineers responses to ensure accuracy for construction and to identify any potential cost and schedule impacts.

All RFI's, Submittals, Transmittals, Inspection Requests & Reports, and revisions to Plans & Specifications will be processed through Procore and disseminated between Engineer, Contractor, and Client. All correspondence from/to contractor and Engineer will go through MCK and Procore.

Task 3 Schedule and Cost Management

MCK will review all estimates and schedules and collaborate with the contractor, Engineer and the Client to incorporate recommended efficiencies and risk mitigations. MCK will work with the team to identify and document any potential risks or changes in a risk register log. MCK will review changes - contractor and design change order requests and proposed design changes - and confirm the construction schedule, activity sequences, labor and material needs, and the

potential conflicts, constraints and other real factors that may affect costs. MCK will lead change order administration and communication with Engineer and Client.

MCK will utilize specialized critical path method software, Primavera, to develop and monitor schedules. At the beginning of the project MCK will work with the contractor to establish a Baseline schedule with a logical work breakdown structure that encompasses the entire scope of work including contractual milestones as well as other important key dates. The contractor will update the baseline schedule monthly to track progress on critical and near critical activities. Each week the contractor will also provide a lookahead schedule which will be monitored against the past monthly schedule update to identify any lost time on the critical path.

MCK will maintain the Project budget to achieve an accurate project cost forecast. Issues will be discussed and resolved at regular cost meetings. MCK will generate a Forecast Cost Report to itemize soft costs such as design, administration, permitting, entitlements, construction management and construction costs including original contract value, change orders, pending change orders, allowance/exposure holds, trends and potential claims. MCK will monitor Cost and Schedule Trends which will be identified and captured into Procore. Project monthly reports comprised of data and information managed in Procore will be provided to the project team. MCK will develop mitigation measures to keep the project within the approved budget and recommend these to the team. MCK will track changes to the budget and generate budget control reports to document changes and give real-time feedback on current budget status.

Task 4 Closeout

MCK will track all Closeout items related to the job: O&M's, Warranties, Training Videos, As-Builts, and so on. At Substantial Completion, these items will be shared with Engineer and Contractor.

MCK will ensure comprehensive completion and documentation of all aspects of the project scope and contract, including:

- Reconcile final costs and payments
- Lead punch walk and ensure corrections
- Extract and review as-builts for record
- Document warranties
- Ensure completion of all training
- Document proper closure of permits
- File all project documentation in Procore if chosen.

MCK estimated fees are based on the above tasks, proposed team members, hourly rates, and anticipated effort through December 2026. The duration of the assignment is from August 2025 through December 2026 with the option to extend upon request by the client. Our work will be performed on a time and material basis at the hourly rates and markups as outlined in the Contract.

We look forward to working with you and the team on this important project.
Regards,

Nate Gavzy
Executive Vice President
MCK Americas



July 14th, 2025

Mr. Nate Gazy
MCK Americas Inc.
150 Executive Park Blvd., Suite 2150
San Francisco, CA 94134

Reference: **MCK - Napa Vallejo Waste Management Authority C&D Facility
Joint Scope of Construction Management Services**

Dear Nate,

This letter is to set forth the scope of services for MCK Americas Inc. and Pound Management Inc. (PMI) to jointly provide construction management services for Napa Vallejo Waste Management Authority's (NVWMA), new Construction & Demolition Debris (C&D) Facility in American Canyon, California.

Scope of Services:

For the purposes of this scoping document, MCK and PMI will be called the Construction Managers (CM) and NVWMA will be called the Authority. Please note that PMI did briefly work with RSA+ (Design Lead) on this project but were not involved with the design or bid administration. The scope listed below describes the services to be provided upon bid award to project close-out.

- a. CM will create an overall project budget, including soft costs, permits /utilities, hard costs, contingencies, etc. for approval by the Authority. This project budget will be updated and tracked with actual costs, as accrued.
- b. CM will assist with preparing the agenda and coordinating the preconstruction kick-off meeting to coincide with the Notice to Proceed (NTP). The meeting will cover the topics presented in the contract specifications and other items related to the proper administration of the contract. CM will prepare and distribute meeting minutes.
- c. CM will create and distribute a quarterly (or other preferred duration) project report, which summarizes progress, pending issues, areas of concern and action, schedule and budget status, and progress photos. This project report will include an executive summary.
- d. CM will coordinate with the general contractor and project team to establish centralized project information storage and distribution protocols. Key time-sensitive documents such as current drawing sets / specifications, supplementary design updates, shop drawings, request for information (RFIs), as-builts, inspection reports, inspection requests, storm water pollution prevention plan (SWPPP) documents, meeting minutes, and change orders will be readily accessible, with a clear direction of actionable tasks. It is anticipated that we will utilize the construction software system, Procore. The final project digital files will be turned over to the Authority at the end of the project.

PoundManagementInc.

5800 Colby St., Oakland CA 94618 • 1427 Jefferson St., Napa CA 94559 • www.poundmgt.com

- e. CM will attend outside meetings as requested (utility agencies, Authority meetings, County meetings, American Canyon public works, etc.).
- f. CM will conduct regular owner, architect contractor (OAC) meetings per the bid specifications, with the design leads, general contractor, and Authority. Meeting minutes will be distributed after each meeting and include open issues and action items.
- g. CM will assist with coordination, as needed, between the project and the municipalities and other jurisdictions which interface with the project.
- h. CM has included a prevailing wage compliance subconsultant to assist with review of contractor payroll and compliance with State regulations.
- i. CM will coordinate the contractor's submittals, RFI's, substitution requests, and change orders. We will review and forward them to the design team to be acted upon promptly. All submittals, RFIs, substitution requests, and change orders are logged and tracked in Procore. The status of these documents will be agenda items at the weekly OAC meetings.
- j. The CM will assist the Authority's staff in response to the needs of the project.
- k. CM will create and maintain with input from the general contractor and design team, an overall project schedule. We will monitor progress and proactively manage the project's team to stay in conformance to the project schedule.
- l. CM will review and recommend approval of contractor's applications for payment and track lien releases.
- m. CM will review, document, and make recommendations for approval of change orders to the Authority.
- n. CM will review with collaboration of the design team, the testing documentation required for contract compliance. CM will also assist with the fire marshal, building department, and any other code enforcement authorities to help ensure an orderly and timely project close-out.
- o. CM will coordinate the project close-out tasks, including scheduling of training sessions, managing the receipt and turnover of required attic stock, operation and maintenance manuals (O&M's), and warranty documents.
- p. CM in collaboration with the Authority and design team, prepare a project punchlist. CM will further estimate the value of the punchlist items to be used to establish the appropriate amount of contractor retention pending completion of the punchlist work.
- q. CM will review the contractor's as-builts with the design team and Authority. A consolidated set will be turned over to the Authority at the end of the project.
- r. CM will review any outstanding dispute items at the completion of the project and make clear recommendations to the Authority as to appropriate action or potential resolution parameters.

Sincerely,

Sean Grinnell
Pound Management Inc. (PMI)

PoundManagementInc.

5800 Colby St., Oakland CA 94618 • 1427 Jefferson St., Napa CA 94559 • www.poundmgt.com



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 15th day of September, 2025, (“Effective Date”) by and between the Napa-Vallejo Waste Management Authority, a joint powers agency organized under the laws of the State of California, hereinafter referred to as “Authority,” and MCK Americas, Inc. whose address is 150 Executive Park Blvd., Suite 2150, San Francisco, CA 94134, hereinafter referred to as “Consultant.”

RECITALS

- A. Authority needs construction management and inspection services during construction of the new Construction & Demolition Facility (“Project”) at the Devlin Road Transfer Station.
- B. Consultant was awarded a contract by Napa County, a member agency of Authority, on June 17, 2025, for as-needed construction management services after a competitive process pursuant to Napa County Request for Qualifications No. PW012502.
- C. Consultant is qualified to perform the same work for Authority on this Project.
- D. For good and valuable consideration, the sufficiency of which is acknowledged, Authority and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to Authority as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, Napa County Request for Qualifications No. PW012502, and Consultant’s proposal for this Project dated July 15, 2025 (“Proposal”).

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

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

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

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

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

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

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire one year after completion of the scope of services, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. Authority may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. Authority must give 10 days prior written notice to Consultant of such suspension. Authority may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement. Consultant shall be entitled to an extension of time to complete performance equal to the length of the suspension unless otherwise agreed to in writing by the parties.

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

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

2.4.1 Absence of Default. If after Authority gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement,

the termination shall be deemed to be a termination for the convenience of Authority under paragraph 2.3.

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

ARTICLE III – COMPENSATION

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

3.1.1 Rates. Authority shall pay Consultant at the hourly rates set forth in the “NVWMA C&D Facility Project CM & Inspection Staffing Plan” in Consultant’s Proposal.

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

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Million, One Hundred Sixty-Six Thousand, Four Hundred Ninety-Five Dollars and Nineteen Cents (\$1,166,495.19); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month in arrears for services provided, to the Executive Director who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant’s name, address, Social Security or Taxpayer Identification Number, and the Authority Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant 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 Consultant 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. Consultant acknowledges that the term of this Agreement may extend over multiple Authority fiscal years, and that compensation under this Agreement is contingent on the Board of Directors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. Authority is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Directors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant 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. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

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

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

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

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

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

ARTICLE VI – MANDATORY AUTHORITY PROVISIONS

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

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

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

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

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

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

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

ARTICLE VII – COMPLIANCE WITH LAWS

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

7.2 Conflict of Interest. 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. Consultant hereby covenants that it presently has no interest not disclosed to Authority and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of Authority relating to this Agreement. Violation of this paragraph by Consultant 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 Authority 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 Authority is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish Authority with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Authority.

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

ARTICLE VIII – DISPUTE RESOLUTION

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

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

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days,

unless a longer period is mutually agreed to in writing by Consultant and Authority. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

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

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

ARTICLE IX – GENERAL PROVISIONS

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

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

AUTHORITY

Chris Celsi, Executive Director
Napa-Vallejo Waste Management Authority
1195 Third Street, Suite B-10
Napa, CA 94559

CONSULTANT

Nate Gavzy
MCK Americas, Inc.
150 Executive Park Blvd., Suite 2150
San Francisco, CA 94134

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

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 Napa County Request for Qualifications No. PW012502.
- 9.4.4 Consultant’s proposal for this Project dated July 15, 2025.

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

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

9.7 Force Majeure. In the event either party’s performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other

illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of Authority. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of Authority. Contractor shall not disclose records or other information provided by Authority under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by Authority; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by Authority.

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

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

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

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

9.13 Authority Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of Authority as a joint powers agency. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Authority or any of its member agencies in their governmental or regulatory capacity.

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

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant 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. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without Authority's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at Authority's sole discretion. In no event shall any putative assignment create a contractual relationship between Authority and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another

entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

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

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

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

MCK AMERICAS, INC.

By _____
NATE GAVZY, Executive Vice President

By 
BRENDAN MCDEVITT, Principal

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
MARY LUROS, Chair of the Board of
Directors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Authority Counsel Date: <u>August 28, 2025</u>	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS Date: _____ Processed By: _____ Secretary of the Authority	ATTEST: MARIE NICHOLAS Secretary of the Authority By: _____
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EXHIBIT A
SCOPE OF SERVICES

I. Description of Services

Consultant shall provide construction management and inspection services during construction of the Construction & Demolition Facility at the Devlin Road Transfer Station in accordance with Consultant's proposal dated July 15, 2025.

II. Schedule

Consultant shall provide the services in conjunction with the construction contractor's progress on the Project.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Authority shall pay Consultant at the hourly rates set forth in the “NVWMA C&D Facility Project CM & Inspection Staffing Plan” in Consultant’s Proposal.

EXHIBIT C INSURANCE REQUIREMENTS

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

C.2 Liability Insurance. Consultant 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 Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant'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 Consultant 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 Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant 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 Authority's

Risk Manager, demonstrated by other evidence of coverage acceptable to Authority's Risk Manager, which shall be filed by Consultant with the Authority's Executive Director 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 Authority number; shall be kept current during the term of this Agreement; shall provide that Authority 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, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming the Authority, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant 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 Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Authority shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to Authority with respect to any insurance or self-insurance programs maintained by Authority. 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 Authority's Risk Manager, Consultant 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 Authority's Risk Manager, which approval shall not be denied unless the Authority'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 Consultant by this Agreement. At the option of and upon request by Authority'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 Authority, its officers, employees, agents, and volunteers or Consultant 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. Inspection and land surveying work is also subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Consultant and any subconsultants shall comply with State prevailing wage laws including but not limited to the requirements listed below.

D.1 Payment of Prevailing Wages. Consultant and all subconsultants 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>. Consultant 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. Consultant and all subconsultants 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. Consultant 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. Consultant shall require all subconsultants to also comply with section 1776 to the extent they are performing public works. Consultant and all subconsultants 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. Consultant and all subconsultants shall also furnish the records to Authority at Authority's request. Consultant shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and Authority as required by this paragraph.

D.3.1 If Consultant and any subconsultants are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Consultant and any subconsultants 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 Authority may require Consultant and its subconsultants to prepare and submit records specified in section 1776 to Authority and the Labor Commissioner on a weekly basis, at no additional cost to Authority.

D.4 Apprentices. Consultant and all subconsultants 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. Consultant 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. Consultant and all subconsultants shall comply with California Labor Code sections 1810 through 1815. Consultant and all subconsultants 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. Consultant shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subconsultant: 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, Consultant is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Consultant 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. Authority must withhold contract payments from Consultant as directed by the DIR, pursuant to California Labor Code section 1727.

D.9 Registration Requirements. Consultant and any subconsultants 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, Consultant is certifying that it has verified that all subconsultants used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

D.9.2 Authority may ask Consultant 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 Consultant shall provide the list within ten (10) working days of Authority’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 consultant 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 consultant on all public works until the unregistered contractor or consultant is registered. Failure to observe a stop order is a misdemeanor.



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1371

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Executive Director's Report

RECOMMENDATION

Executive Director to report on Authority related activities.

EXECUTIVE SUMMARY

The Executive Director will report on recent activities relating to the Authority.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Executive Director will report on recent activities concerning the Authority.



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1372

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Future Agenda Items

RECOMMENDATION

Discussion of any items Board members wish to have addressed at a future meeting date.

EXECUTIVE SUMMARY

Discussion of any items Board members wish to have addressed at a future meeting date.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed activity is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.



Napa County

Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1380

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Reports from Jurisdictions

RECOMMENDATION

Reports of current information relevant to the Authority by the member jurisdictions:

EXECUTIVE SUMMARY

- i. Vallejo: Andrea Sorce
- ii. Napa City: Mary Luros
- iii. Napa County: Belia Ramos
- iv. American Canyon: Pierre Washington

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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



Napa County
Board Agenda Letter

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

Napa-Vallejo Waste Management Authority **Agenda Date:** 9/15/2025

File ID #: 25-1571

TO: Honorable Board of Directors
FROM: Thomas Zeleny, Authority Counsel
REPORT BY: Thomas Zeleny, Authority Counsel
SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

RECOMMENDATION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b))

Title: Executive Director

**THIRD AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY AGREEMENT NO. 2023-02**

THIS THIRD AMENDMENT TO AGREEMENT 2023-02 is made and entered into as of this 15th day of September, 2025, by and between the Napa-Vallejo Waste Management Authority, hereinafter referred to as “AUTHORITY,” a joint powers agency organized under the laws of the State of California pursuant to Government Code section 6500 et seq., and Sonoma RSA, Inc. dba RSA+, a California Type S Corporation, hereinafter referred to as “CONSULTANT.” AUTHORITY and CONSULTANT will be referred to from time to time in this Amendment individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on July 14, 2022, the Parties entered into Agreement 2023-02 (“Agreement”) for engineering, architectural and related services to support design and construction of the Devlin Road Transfer Station C&D Building, Project No. 17810 (“Project”); and

WHEREAS, on May 9, 2024, the Parties entered into the First Amendment to the Agreement to extend the term to June 30, 2026, to provide support during construction of the Project, and to update CONSULTANT’s fee schedule; and

WHEREAS, on February 13, 2025, the Parties entered into the Second Amendment to the Agreement to reallocate funds within the Agreement to pay for additional services without increasing the maximum compensation payable under the Agreement; and

WHEREAS, the Project will soon be entering the construction phase, and AUTHORITY needs CONSULTANT’s services during construction to answer questions and review submittals, ensure construction follows the Project design, monitor compliance with stormwater requirements, and assist with the closeout of the Project; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement, add professional services during construction and increase the maximum compensation by \$1,389,000;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on July 14, 2022, and shall expire on June 30, 2027, 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 CONSULTANT to AUTHORITY 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).

2. Section 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A" attached hereto and hereby incorporated by reference, including Attachments 1 and 2 to Exhibit A. CONSULTANT shall also provide professional services during the construction phase of the Project, as further described in Exhibit "A-3" attached hereto and hereby incorporated by reference.

3. Section 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment 3 to Exhibit "A," not to exceed the maximum amount set forth in subparagraph (c). For services provided on or after July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference, not to exceed the maximum amount set forth in subparagraph (c).

(b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Attachment 3 to Exhibit "A." For expenses incurred on or after July 1, 2024, travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed Three Million Six Hundred and Nine Thousand Dollars (\$3,609,000.00); provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(d) Rate Adjustments. After December 31, 2024, AUTHORITY may increase the unit prices or hourly rates in Exhibit "B" upon approval of CONSULTANT's written request and justification as set forth in this subparagraph. Increases may only be made once per year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONSULTANT's request and justification must include the amount of the

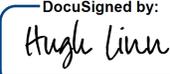
requested adjustment, a description of the nature and magnitude of the increased costs impacting CONSULTANT, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. AUTHORITY may only approve CONSULTANT's request in writing.

4. This Third Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Second Amendment shall remain in full force and effect.

5. This Third Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Third Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

SONOMA RSA, INC., dba RSA+

DocuSigned by:

 By: _____
9C7C1-9930815470
 HUGH LINN, Principal and President

NAPA-VALLEJO WASTE MANAGEMENT
 AUTHORITY, a joint powers agency

By _____
 MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>September 4, 2025</u></p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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**EXHIBIT A-3
SCOPE OF SERVICES**

CONSULTANT shall provide professional services during the construction phase of the C&D Building at the Devlin Road Transfer Station, as further described in the letter from CONSULTANT to AUTHORITY dated December 23, 2024, as revised on September 4, 2025, which is incorporated herein by reference.

	RSA+	CONSULTING CIVIL ENGINEERS + SURVEYORS +	SERVING CALIFORNIA SINCE	1980	1515 FOURTH STREET NAPA, CALIFORNIA 94559 FAX 707 252.4966 OFFICE 707 252.3301
	HUGH LINN, PE, QSD, QSP PRINCIPAL + PRESIDENT <hr/> hLinn@RSAcivil.com		CHRISTOPHER TIBBITS, PE, LS PRINCIPAL + VICE PRESIDENT <hr/> cTibbits@RSAcivil.com		
707 252.3301 RSAcivil.com					

#4124470.1 – 18

December 23, 2024

Revised: September 4, 2025

Napa-Vallejo Waste Management Authority
 Attn: Executive Director
 c/o: Auditor Controller’s Office
 1195 Third Street, Suite B10
 Napa, CA 94559

RE: C&D Building – Devlin Road Transfer Station
 Amendment #2 (RSA+ Project #4122045.0)

To Whom It May Concern:

The purpose of this letter is to provide a second addendum to our original Agreement dated July 14, 2022. The additional scope of services and associated fees are as follows:

A. Consultant agrees to perform the following additional scope of services:

4. **Construction Phase Services.** RSA+ will provide construction assistance for the project. The scope listed below describes the services to be provided upon bid award to project close-out.
 - a. **Continued Bidding Assistance.** *RSA+ will provide continued bidding assistance for the re-bidding of the project. This task includes amendments to the project plans, specification and bid schedule to accommodate the changes required as part of the first bid conclusion. Additionally, the fee includes assistance during the re-bidding including attendance at a pre-bid meeting, review and responding to all questions, preparing addenda and analyzing bids post bid opening.*
 - b. **Construction Assistance, Observations, and Inspections:** *RSA+ and its team of consultants will provide the following services in parallel with the construction management team:*
 - i. Project start-up assistance, including attendance at pre-construction meetings.
 - ii. RSA+ will attend outside meetings as requested (utility agencies, Authority meetings, County meetings, American Canyon public works, etc.).
 - iii. RSA+ will attend regular Owner Architect Contractor (OAC) meetings with the design leads, General Contractor, Construction Manager (CM), and the Authority.
 - iv. RSA+ will assist with coordination between the project and the municipalities and other jurisdictions which interface with the project.

- v. RSA+ will assist the CM and the Authority with quarterly budget reports, and any other as-needed documentation.
- vi. RSA+ will coordinate the contractor's submittals, RFI's, Substitutions, and Change Orders. We will review and forward them to the Design Team to be acted upon promptly. All submittals, RFI's, Substitutions, and Change Orders are logged and tracked in General Contractor's online CPM (Critical Path Management) system. Tracking of RFIs and Submittals will be an agenda item at the weekly OAC meetings.
- vii. Assist CM with change order review and provide backup as needed for change orders.
- viii. RSA+ will provide oversight for construction observations, monitor the project for SWPPP plan compliance, oversight of contractor compliance to the established environmental mitigation measures, maintain overall coordination with contractor, construction manager, Authority's representative and other key individuals.
- ix. An RSA+ representative in conjunction with CM may assist with coordination of special inspections and lab testing RSA+ will review the testing labs' monthly payment request for accuracy and make a recommendation to the CM for payment authorization.
- x. RSA+ will provide both schedule and budget assistance. We will monitor construction progress, review, and approve the construction schedule submittals, and maintain a project timeline along with the CM.
- xi. Weekly site visits to observe progress, confer with contractor and CM and discuss any current or upcoming construction items outside of the OAC meetings.
- xii. RSA+ will review, document, and make recommendations for approval of Change Orders to the Authority.
- xiii. Safety Checks and OSHA Compliance
- xiv. Construction Management Plan (pre and post roadway survey). As required under the Mitigation Measures for the project and as prescribed by Agency staff, a pre and post roadway analysis is required to determine if the project created impacts (degradation) of the adjacent roads that lead into the property. These roadways are limited to the following:
 - 1) Beginning at the intersection of Highway 29 and South Kelly road, then westward along South Kelly toward the project site and then southerly only from the intersection of South Kelly and Devlin Road to 200' past the alternate site entrance used for transporting stockpile and other materials.
- xv. Site Observations. RSA+ and the design consultants have prepared scope to perform oversight and review of the site design and building design. ***These observations are not Inspections, and no reports will be prepared***

as part of the observations. RSA+ and the design consultants will notify the CM if observations do not follow the plans and/or project specifications, and it is expected the CM will work with contractor to remedy.

The following is a list of expected observations:

- a) Civil.
 - i. Grading
 - 1. Pad Finished Grade (Limits and Elevation)
 - 2. Rough Grading at Conforms and physical features (Considering finish materials, e.g., sod, mulch, rock)
 - ii. Storm Drainage
 - 1. Storm Drainage Structures (Size, Location, Bedding, Elevation, Connections, backfill material and compaction)
 - 2. Storm Drainage Pipes (Bedding, Line, Grade, material, connections, backfill material and compaction)
 - 3. Hard Surface Features (Line, Grade, material)
 - 4. Earthen Features (Line, Grade, surfacing)
 - 5. Drainage Areas
 - 6. Sediment/Debris free at start-up
 - 7. Bioretention facilities
 - iii. Sanitary Sewer
 - 1. Sanitary Sewer Structures (Size, Location, Elevations, connections, backfill material and compaction)
 - 2. Sanitary Sewer Pipe (Line, Grade, Material, Connections, backfill material and compaction)
 - iv. Water Line and Recycled Water Line
 - 1. Structures (Sizes, Location, Elevation, materials, connections, backfill)
 - 2. Water Pipe (Line, Grade, Material, Connections, Bedding, backfill material, and compaction)
 - 3. Separations from other Utilities
 - v. Concrete Work
 - 1. Forms and base Check (Line, Grade, Geometry, thickness)
 - 2. Conforms (Elevations, smooth transition, Drainage)
 - vi. Accessible Routes on Site

1. Pathways Form Check (Line, Grade, Geometry)
 2. Ramp Form Check (Slopes, lengths, landings)
 3. Pathway and Ramp As-Built Check
- vii. Asphalt
1. Subgrade (Geometry, Line, grade)
 2. Headers (Material, Line, grade)
- b) Geotechnical Engineering (RGH) – See scope of services in Exhibit A attached. Note that special inspections are a separate item in this proposal.
 - c) Dry Utility (Radius) – See scope of services in Exhibit B attached
 - d) Landscape Architecture (Studio1515) – See scope of services in Exhibit C attached
 - e) Architect (NDP) – See scope of services in Exhibit D attached
 - f) Structural Engineering (ZFA) – See scope of services in Exhibit E attached
 - g) Mechanical (ColeBreit) – See scope of services in Exhibit F attached
 - h) Electrical (ColeBreit) – See scope of services in Exhibit F attached
 - i) Plumbing (ColeBreit) – See scope of services in Exhibit F attached
 - j) Sparta Coordination – It is expected that both Mechanical, Electrical, Plumbing and Structural coordination will be required with the Sparta engineering team that is providing the sorting equipment. Time and fee have been added to have the Colebreit and ZFA teams work with the Sparta team.
- xvi. Special Inspections – The geotechnical engineering firm (RGH) has prepared scope and fee to handle special inspections as detailed on their scope in Exhibit A. The accompanying fee for all special inspections is included in the budget
- c. ***SWPPP Monitoring and Qualified SWPPP Practitioner Services:***
- i. In accordance with State Water Resources Control Board Order No. 2022-0057-DWQ (The Order) effective September 1, 2023, RSA+ will act as the QSD/QSP and provide SWPPP Monitoring Services from initial ground disturbance (i.e., demolition, clearing, and grubbing) through final stabilization and filing of a Notice of Termination (NOT). RSA+ will perform the following services to address the monitoring and reporting requirements.

- 1) Record keeping and reporting, including weekly inspections. Daily rain gauge readings and dust/tracking control will be the Contractor's responsibility.
- 2) Preparation of BMP and conducting all QSD/QSP inspections required by The Order, including (but not limited to) inspections prior to and following Qualifying Precipitation Events (QPE) or Numeric Action Level (NAL) Exceedances. The inspection reports will include the project risk level, the trades active on the site, the active phase of construction, photo documentation of BMPs, and suggested action to address most probable stormwater discharge issues that may arise.
- 3) Stormwater sampling, analysis, and reporting as required for QPEs.
- 4) Numeric Action Level (NAL) Exceedance Reports, if required.
- 5) File Changes of Information (COIs), if required.
- 6) Preparation of a Notice of Termination (NOT) to close the permit and WDID#.

d. ***Project Close-out:***

- i. RSA+ will review testing documentation required for contract compliance. RSA+ will also assist with the fire marshal, building department, and any other code enforcement authorities to help ensure an orderly and timely project close-out.
- ii. RSA+ will work with Authority staff and the CM to prepare a project punch list. RSA+ may further estimate the value of the punch list items to be used to establish the appropriate amount of contractor retention pending completion of the punch list work.
- iii. RSA+ will review the contractor's during-construction changes with the Design Team and CM. RSA+ and the design team will prepare updated drawings based on contractor records of the changes that occurred during construction. Additionally, RSA+ will prepare an as-built survey of the site to create "As-Built" drawings. A consolidated file will be turned over to the Authority at the end of the project.
- iv. RSA+ will review any outstanding dispute items at the completion of the project and make clear recommendations to the Authority as to appropriate action or potential resolution parameters.

B. Not included in this scope of services:

1. Payment of County, City, Title Company or other agency fees.

Additional Fees

We will provide these services on a "Time and Materials not-to-exceed" (T&M nte) fee basis as follows:

Task 4 - Construction Phase Services

Task 4a	Continued Bidding Assistance	(T&M nte)	\$150,000
Task 4b	Construction Assistance, Observations, and Inspections	(T&M nte)	\$1,129,000
Task 4c	SWPPP Monitoring and QSP Services	(T&M nte)	\$72,000
Task 4d	Project Close-out	(T&M nte)	\$38,000
Task 4 Total			\$1,389,000

Please sign in the space provided below to indicate your concurrence with this second addendum to our original Agreement. Please feel free to call should you have any questions.

Sincerely,

Agreed:

Signed by:

 FA163AE1C4CC4B5...
 Christopher M. Tibbits, PE, LS
 Principal + Vice-President
 RCE 59361 / PLS 8585

 By: _____ Date

JS/sb/bs
#4124470.1 – 18

Encl.

- Exhibit A Geotechnical Engineering Scope of Services (RGH)
- Exhibit B Dry Utility Scope of Services (Radius)
- Exhibit C Landscape Architecture Scope of Services (Studio 1515)
- Exhibit D Architect Scope of Services (NDP)
- Exhibit E Structural Engineering Scope of Services (ZFA)
- Exhibit F Mechanical, Electrical, and Plumbing Scope of Services (ColeBreit)

EXHIBIT A



Experience is the difference

Santa Rosa Office

3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office

1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

RSA+
Attention: Jeremy Sill
jsill@rsacivil.com

Project Scope and Fee Request
DRTS C&D Facility
889 Devlin Road
American Canyon, California

Proposal Number: 95.014210

As requested, we are pleased to submit this request for authorization to provide additional geotechnical services for the subject project. Attached is our recommended scope of services and corresponding fee estimate.

Very truly yours,
RGH Consultants

Jared J. Pratt
Principal Engineering Geologist
Project Manager



cc: RSA+
Attention: Bruce Fenton
bfenton@rsacivil.com
Attention: Michael Yoder
myoder@rsacivil.com

Eric G. Chase
Principal Geotechnical Engineer



JJP:EGC:msz:brw
Electronically submitted

[https://rghgeo.sharepoint.com/sites/shared/shared documents/work in progress/_pip/_jjp/napa-vallejo waste management authority 95.012210/95.014210 scope & fee request.docx](https://rghgeo.sharepoint.com/sites/shared/shared%20documents/work%20in%20progress/_pip/_jjp/napa-vallejo%20waste%20management%20authority%2095.012210/95.014210%20scope%20&%20fee%20request.docx)

Attachments: Schedule of Charges
Grading Observation and Testing Estimate
Special Inspection Estimate



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

Proposal No.95.014210

Project Scope and Fee Request

Project Name: DRTS C&D Facility

Project Location: 889 Devlin Road, American Canyon, California 94503

As the Geotechnical Engineers for the above referenced project, we request your authorization to perform the following additional services. These additional services are required by the County of Napa Planning Department and recommended in our geotechnical report for the project dated April 1, 2024. The project plans and specifications prepared by Napa Design and RSA+ and the recommendations in our report will be the guidelines for the work.

Project Description: We understand it is proposed to construct a new prefabricated main processing building and a wood framed administration building.

Scope of Services: The scope of RGH's services during construction will be based on knowledge of the soil conditions gained from the soils report and experience obtained during construction of similar projects. Our typical geotechnical observation and testing includes providing intermittent on-site observation with field and laboratory testing during the following work items:

- Excavation of weak surface soils and old fills within and adjacent to the building and exterior concrete slab areas
- Placement and compaction of fills
- Excavation of footings (on-call checking only)
- Placement and compaction of utility trench backfills (on-call checking only)
- Preparation of subgrade for concrete slabs-on-grade
- Preparation of subgrade and aggregate base for pavement
- Installation of geotechnical drainage improvements

Generally, our special inspection services include observation and testing during the following work items:

- Reinforcing steel placement
- Placement of concrete (including slump and cylinder collection)
- Epoxy installation
- Welding
- Bolt installation
- Shear wall nailing

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a final letter, including field and laboratory data.

Estimated Additional Fee: RGH proposes to perform the services indicated above on a time-and-expense basis in accordance with our then-current schedule of charges. Our current schedule of charges is attached. Our estimated fees are presented below and an itemized breakdown of our estimate is attached. It should be understood that fees for observation and testing during construction are difficult to estimate as they are highly dependent on the contractor's schedule. If a detailed cost estimate is needed for construction observation and testing, we can provide one once a construction schedule has been prepared.

Geotechnical Construction Observation and Testing	\$140,236 – Time and Expense
Special Inspection Testing	\$287,174 - Time and Expense

This estimate includes our fee for laboratory, clerical, and office engineering support services during construction.

Our total fee could vary depending on the actual construction procedures and rate of progress. These, in turn, are dependent on soil conditions encountered and the prevailing weather. We will keep you advised of our charges by issuing progress billings, and will inform you of any changes in conditions which might significantly affect our fee. The above estimate does not include charges for observation and retesting of the repair of unsatisfactory work.

We appreciate the opportunity to provide continued services on this project. Please return one signed copy of this Authorization for Additional Services as our formal authorization.

AUTHORIZATION: We anticipate that we will be authorized through a standardized ACEC or similar contract presented by the Client for our review.



Experience is the difference

Santa Rosa Office
 3501 Industrial Drive, Suite A
 Santa Rosa, CA 95403
 707-544-1072

Napa Office
 1041 Jefferson St, Suite 4
 Napa, CA 94559
 707-252-8105

SCHEDULE OF CHARGES
Effective January 1, 2024

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$250/hour
Associate	\$205/hour
Senior Engineer/Geologist	\$195/hour
Project Engineer/Geologist	\$175/hour
Staff Engineer/Geologist	\$150/hour
Field Engineer	\$140/hour
Field Engineer (Prevailing Wage)	\$180/hour
Graphics	\$110/hour
Administrative Support.....	\$90/hour

EQUIPMENT

Slope Inclinometer Instrument	\$200/day
Coring Machine	\$400/day
Infiltration Test Apparatus.....	\$200/day
Sonic Echo Foundation Test Gauge.....	\$200/day
Specialty Software (i.e. SLOPE/W, VolFlo)	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks.....	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400
Each Additional Cylinder Break	\$50
Each Additional Core Break.....	\$100

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

Project Name: GRADING Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	16		\$250.00	\$4,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	109	0.50	\$150.00	\$8,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	109	0.25	\$90.00	\$2,452.50	
				\$14,627.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Pad Grading	25	8.00	\$180.00	\$36,000.00	
Drive and Parking Grading	15	8.00	\$180.00	\$21,600.00	
Trench Storm Drain	20	4.00	\$180.00	\$14,400.00	
Trench Water (domestic)	2	4.00	\$180.00	\$1,440.00	
Trench Water (recycled)	2	4.00	\$180.00	\$1,440.00	
Trench Fire Water	20	4.00	\$180.00	\$14,400.00	
Fire Hydrants	4	4.00	\$180.00	\$2,880.00	4 Hydrants
Trench Sewer	6	4.00	\$180.00	\$4,320.00	
Trench Joint	2	4.00	\$180.00	\$1,440.00	
Under Slab drain	4	2.00	\$180.00	\$1,440.00	
Off site tie-ins	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Footing Excavation Observation	4	4.00	\$180.00	\$2,880.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	109			\$109,440.00	
LABS					
Compression Testing - Set of 4 Cylinders			\$200.00	\$0.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves	8		\$305.00	\$2,440.00	
1557 Curve with rock correction	2		\$490.00	\$980.00	
R.I.C.E.			\$170.00	\$0.00	
				\$3,420.00	
SUBTOTAL ESTIMATED COST				\$127,487.50	
				10% Contingency	\$12,748.75
TOTAL ESTIMATED COST				\$140,236.25	

Services are provided on a time and expense basis in accordance with our Schedule of Charges.
 The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.

Project Name: SI Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	8		\$250.00	\$2,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	189	0.50	\$150.00	\$14,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	189	0	\$90.00	\$4,252.50	
				\$20,427.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Perimeter footing steel	3	4.00	\$180.00	\$2,160.00	
Perimeter footing concrete	3	8.00	\$180.00	\$4,320.00	
Spread footing steel	3	4.00	\$180.00	\$2,160.00	
Spread footing concrete	3	8.00	\$180.00	\$4,320.00	
Push wall steel	3	4.00	\$180.00	\$2,160.00	
Push wall concrete	3	8.00	\$180.00	\$4,320.00	
Retaining wall footing steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall footing concrete	2	8.00	\$180.00	\$2,880.00	
Retaining wall steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall concrete	2	8.00	\$180.00	\$2,880.00	
Slabs steel	9	4.00	\$180.00	\$6,480.00	
Slabs concrete	9	8.00	\$180.00	\$12,960.00	
Equipment pads steel	2	2.00	\$180.00	\$720.00	
Equipment pads concrete	2	4.00	\$180.00	\$1,440.00	
OT time for concrete pours	24	2.00	\$270.00	\$12,960.00	
Cylinders Pick UP	24	2.00	\$180.00	\$8,640.00	
			\$180.00	\$0.00	
Welding (shop)	40	8.00	\$180.00	\$57,600.00	
Welding (field)	25	8.00	\$180.00	\$36,000.00	
High Strength Bolting	14	4.00	\$180.00	\$10,080.00	calibrated wrench method
Epoxy	14	8.00	\$180.00	\$20,160.00	
Shear	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Exterior concrete drive areas	5	8.00	\$180.00	\$7,200.00	
Exterior AC drive areas	4	8.00	\$180.00	\$5,760.00	
Exterior curbs and valley gutters	2	8.00	\$180.00	\$2,880.00	
Off Site Patch Paving	2	8.00	\$180.00	\$2,880.00	
Cylinders Pick UP	7	2.00	\$180.00	\$2,520.00	
			\$180.00	\$0.00	
Trash enclosure footing steel	1	3.00	\$180.00	\$540.00	
Trash enclosure footing concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure slab steel	1	2.00	\$180.00	\$360.00	
Trash enclosure slab concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure walls steel	1	3.00	\$180.00	\$540.00	
Trash enclosure walls concrete	1	4.00	\$180.00	\$720.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	189			\$227,160.00	
LABS					
Compression Testing - Set of 4 Cylinders	64		\$200.00	\$12,800.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves			\$305.00	\$0.00	
1557 Curve with rock correction			\$435.00	\$0.00	
R.I.C.E.	4		\$170.00	\$680.00	
				\$13,480.00	
SUBTOTAL ESTIMATED COST				\$261,067.50	
			10% Contingency	\$26,106.75	
TOTAL ESTIMATED COST				\$287,174.25	

Includes admin part of building.

Services are provided on a time and expense basis in accordance with our Schedule of Charges.

The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.



EXHIBIT B

DRY UTILITY DESIGN ○ CONSULTING ○ PROJECT MANAGEMENT

E. ~~Pre-Construction Administration—Add Alternate~~

Description of Services

1. ~~Design updates for city submittals after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
2. ~~Respond to emails and phone calls after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
3. ~~Project coordination meetings after PG&E designs have been approved and prior to construction start (includes 12 hours)~~

F. Construction Administration – Add Alternate **Construction Administration begins immediately after the pre-construction meeting is complete. Cost is based on an expected [6 month] duration of construction administration related to joint trench coordination, design updates and construction support. Longer durations of construction will require additional work authorization or to be charged at time and material per rates listed below.*

Description of Services

1. Respond to RFI's and submittals (includes 16 hours)
2. Two jobsite visits (includes 8 hours)
3. Respond to emails and phone calls (includes 8 hours)
4. Meetings (includes 8 hours)

G. Relocate existing PG&E gas line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing gas main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E gas drawings and material list for the gas main relocation work along the project site.
5. Submit gas drawings to PG&E and address comments for approval.
6. Coordinate with outside disciplines (landscape, civil) to ensure proposed trench location meets PG&E clearance requirements
7. Address final PG&E comments and coordinate joint trench location per comments
8. Create Joint Trench Composite plan and Form B for submittal to PG&E

H. Relocate existing PG&E electric line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing electric main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E electric drawings and material list for the electric main relocation work along the project site

#4122430.0.16

PROPOSAL FOR RSA+ - DRTS NAPA VALLEJO WASTE MANAGEMENT AUTHORITY

Agreement entered into at Napa, California, made this 28th day of April 2022, by and between:

CONSULTANT:
Studio 1515
1426 Fourth Street
Napa, CA 94559

CLIENT:
RSA+
Attn: Jeremy Sill
1515 4th Street
Napa, CA 94559
jsill@rsacivil.com

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client intends to construct a facility for processing construction and demolition debris at the Devlin Road Transfer Station (DRTS) in American Canyon, CA (APN 057-090-060).

A. Consultant agrees to perform the following scope of services:

1. ~~**Schematic Landscape Plan.** Studio 1515 will prepare a Schematic Landscape Plan in accordance with any applicable agency standards including the following:~~
 - a. ~~Review relevant existing documents including:~~
 - i. ~~NVWMA (Napa Vallejo Waste Management Authority) Standards~~
 - ii. ~~Project history and concept development documents~~
 - b. ~~Develop and refine landscape concept by integrating Client and design team feedback.~~
 - c. ~~Attend up to three (3) in person or virtual meetings.~~
2. ~~**Landscape Design Development.** Studio 1515 will further refine plans to address items that are appropriate to the landscape design theme and project budget including the following:~~
 - a. ~~Note locations of underground and above grade utilities~~
 - b. ~~Refine tree locations~~
 - c. ~~Refine plant palette~~
 - d. ~~Finalize hardscape layout and materials selections~~
 - e. ~~Indicate features unique to the project~~
 - f. ~~Studio 1515 will attend up to three (3) in person or virtual meetings~~

3. **Landscape Construction Documents.** Studio 1515 will prepare landscape construction documents consisting of the following:
 - b. ~~Landscape Construction Callout and Layout Plans at 1"=20'.~~ Plans will indicate the locations, material reference and dimensions of landscape construction elements such as walks, paving finishes, planting areas, etc.;
 - e. ~~Landscape Construction Details at various scales.~~ Plans will show the visual effect of landscape construction details as may be appropriate;
 - d. ~~Tree Planting Plans at 1"=20'.~~ Plans will show tree locations and indicate quantity and size of trees including a botanical plant list of such materials;
 - e. ~~Shrub Planting Plans at 1"=20'.~~ Plans will show the locations and indicate quantity and size of shrubs including a botanical plant list of such materials;
 - f. ~~Irrigation Plans at 1"=20'.~~ Plans will show irrigation equipment locations, laterals lines, mainline locations, pipe sizing, and irrigation equipment legend complete with California State Model Water Efficient Landscape Ordinance (MWELO) water use calculations.
 - g. ~~Irrigation and Planting Details at various scales.~~ The plan will show the irrigation materials and related equipment connections for installation and describe any special planting procedures, staking, guying, etc.;
 - h. ~~Coordination.~~ Studio 1515 will coordinate landscape design with Client's Architect for design components as they relate to landscape work. We will also coordinate landscape services with Client's Electrical Engineer, Utilities Consultant, Civil Engineer and MEP Consultant.
 - i. ~~Landscape Approval Assistance.~~ Three (3) standard and reasonable plan check iterations are anticipated. Plan check and other miscellaneous processing above and beyond three (3) will be billed separately on a T&M basis.
 - j. ~~Meetings.~~ Studio 1515 will attend up to seven (7) in-person or virtual meetings.
4. **Bidding & Negotiation Assistance.** Studio 1515 will review contractor bids for consistency and comparison and respond to RFI's as needed.
 - a. Studio 1515 will attend one (1) virtual meeting via Zoom.
5. **Construction Phase Services.** Studio 1515 will attend periodic site visits during project Construction Phase. All other construction administrative services will be billed on an hourly basis. Services will include, but are not limited to, the following:

- a. Review or take appropriate action on submittals received from the contractor (i.e. shop drawings, product data and samples), but only for the limited purpose of conformance with the design concept of the work and with the information given in the plans and specifications prepared by Studio 1515.
- b. Review substitutions and alternatives, as requested by the contractor, and make recommendations.
- c. Provide periodic field visits during the construction phase that would include the following:
 - i. Observe and become generally familiar with the progress of the work to determine if the work is generally proceeding in accordance with the construction documents.
 - ii. Review landscape construction items including forms for concrete pours positioning of construction features, and location of excavation for trees and plant materials and quality of construction materials utilized.
 - iii. Observe the installation of plant material and irrigation materials, and equipment for general conformance to contract documents and design intent.
 - iv. Review landscape installation at beginning of plant establishment period and prepare “punch list” of findings.
 - v. Inform and advise Client via written documents of Studio 1515 site observation meetings.
 - vi. Studio 1515 shall not have control over or charge of, and shall not be responsible for construction means, contractor’ schedules, contractor’s errors and omissions, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work since these are solely the contractor’s responsibility under the contract for construction. Although Studio 1515 may observe and discuss potential problems, these periodic field visits are not construction inspections or a guarantee that there will not be construction deficiencies.
 - vii. Studio 1515 will attend up to ten (10) in-person, on-site meetings. If more site visits are required these will be billed at Time & Materials.

B. Not included in this scope of services:

- 1. Design for any other part of the facility outside the project limit of work.
- 2. Geotechnical/Geological design services.
- 3. Professional perspective renderings.

- 4. Photometric analysis or lighting design services.
- 5. Preparation of Estimate of Probable Costs of Landscape Plan.
- C. All reimbursable expenses will be charged for in addition to the contract price in accordance with the attached Fee Schedule.
- D. This Proposal and the attached Fee Schedule shall become part of the Consultant/Client Agreement when said document is signed by both parties.
- E. This Proposal is subject to acceptance by May 28, 2022, or is void thereafter at the option of the Consultant.
- F. Client agrees to compensate Consultant on a "Time & Materials" (T&M) or a "Fixed Fee" (FF) fee basis, in accordance with the attached Fee Schedule.

Task 1.....Schematic Landscape Plan.....	(T&M).....	\$14,000*	
Task 2.....Landscape Design Development.....	(FF).....	\$ 6,000	
Task 3.....Landscape Construction Documents.....	(FF).....	\$38,000	
Task 4.....Bidding & Negotiation.....	(T&M).....	\$ 4,000*	
Task 5.....Construction Phase Services.....	(T&M).....	\$ 8,000*	\$11,000 sh

* Estimate of fee for this task. Actual fee will be based on required effort to complete task.

- G. Client has read and understands all the "Standard Provisions of Agreement between Client and Consultant" attached hereto and incorporated by reference, and agrees all Provisions of Agreement are a part of this Agreement and are binding on Client and Consultant.
- H. Client and Consultant agree that the late payment charge provided for in the Standard Provisions of Agreement shall be computed at a periodic rate of 1.50%, which is an annual percentage rate of 18%.

Studio 1515

RSA⁺

DocuSigned by:

 4/28/2022
 By: Susan Heiken, LA, CASp Date
 Landscape Architect
 Certified Access Specialist

By: _____ Date
 CLIENT BILLING ADDRESS:
 (if different from the mailing address above)

 Attn: _____

#4122430.0.16
 SH/sl

Client Initials	DS Consultant Initials SH
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**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT FOR LANDSCAPE ARCHITECTURE SERVICES**

Client and Consultant agree that the following provisions shall be part of this agreement:

1. PERSONNEL RATES:		MATERIALS & EXPENSES:	
Landscape Architect, Associate Principal	\$210.00/hour	CADD Plot	\$10.00
Landscape Architect, Senior Associate	\$185.00/hour	Large Format Copy, B&W	\$ 4.00
Landscape Project Manager	\$160.00/hour	Large Format Copy, Color	\$15.00
Landscape Designer	\$150.00/hour	Small Format Copy, B&W	\$ 0.15
Administrative Coordinator	\$100.00/hour	Small Format Copy, Color	\$ 0.75
		Other Materials/Expenses at Cost +15%	

IF APPLICABLE

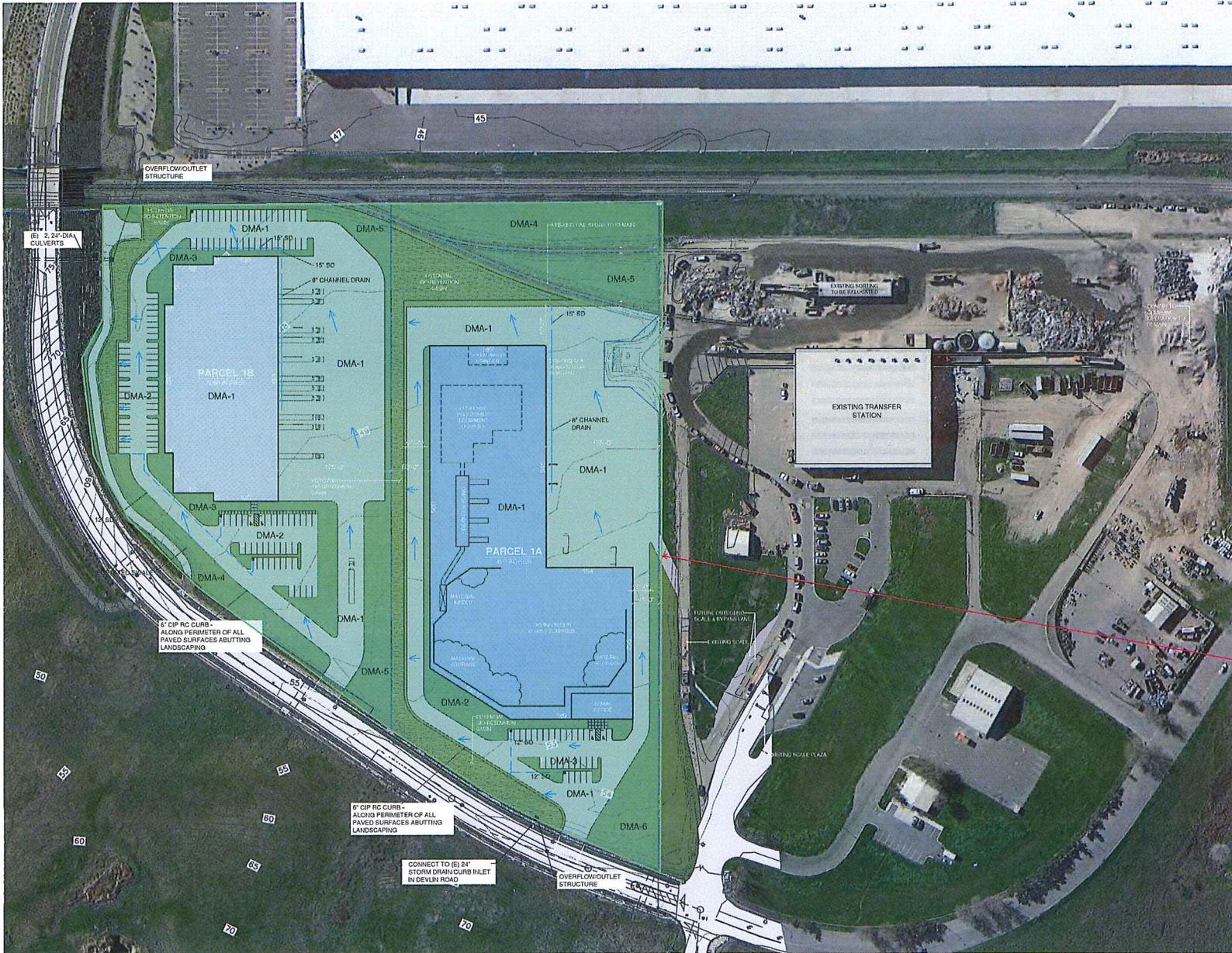
Survey Crew	\$295.00/hour
(Construction, 2 Man, Robotic, or GPS)	
Additional Field Personnel	\$95.00/hour
Licensed Surveyor	\$215.00/hour
Survey Technician	\$160.00/hour

Travel time is charged at standard billing rates and overtime is charged at 1.5 x hourly rate.

Mileage is billed at the standard Federal mileage rate.

2. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any modifications to this agreement shall be in writing and signed by both Client and Consultant.
3. In the event Client terminates the contract before the completion of all services, Client agrees to release Consultant from all liability for services performed and Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.
4. All fees and other charges due Consultant will be billed monthly and shall be due upon receipt. Failure to pay Consultant within thirty (30) days after invoices are rendered, shall constitute a material breach of this entire agreement.
5. Client agrees to pay a monthly late payment charge that shall be computed at a periodic rate of one and one-half percent (1-1/2%) per month (an annual percentage rate of 18%) or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Minimum monthly charge to be \$15.00.
6. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to Studio 1515's standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-Studio 1515 standard task organizations.
7. A 3% convenience fee will be charged for each credit card transaction processed.
8. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability to the amount of the Consultant's fee.
9. This Fee Schedule is applicable until December 31, 2022, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2023.

END OF PROVISIONS



SITE SUMMARY

PARCEL 1A (3.7 ACRES) 340,528 S.F. 100%
 BUILDING AREA: 100,000 S.F. 29%
 LANDSCAPE AREA: 172,000 S.F. 50%
 HARDSCAPE AREA: 154,168 S.F. 45%

PARCEL 1B (1.6 ACRES) 201,131 S.F. 100%
 BUILDING AREA: 63,000 S.F. 31%
 LANDSCAPE AREA: 80,300 S.F. 40%
 HARDSCAPE AREA: 157,831 S.F. 79%

DEVELOPMENT STANDARDS
 MINIMUM SETBACK: 30 FEET
 MAXIMUM FLOOR AREA RATIO: 50%
 MAXIMUM BUILDING HEIGHT: 40 FEET

PARKING SUMMARY

PARCEL 1A
 STANDARD PARKING: 30 STALLS
 ACCESSIBLE PARKING: 2 STALLS
 TOTAL PARKING: 32 STALLS

PARCEL 1B
 STANDARD PARKING: 112 STALLS
 ACCESSIBLE PARKING: 2 STALLS
 TOTAL PARKING: 114 STALLS

PARKING REQUIREMENTS
 WAREHOUSE STORAGE: 1 PER 1,000 S.F. OF GROSS FLOOR AREA FOR THE FIRST 20,000 S.F. OF GROSS FLOOR AREA, PLUS 1 PER 2,000 S.F. OF GROSS FLOOR AREA THEREAFTER
 OFFICE: 1 PER 300 S.F. OF GROSS FLOOR AREA

STORM DRAINAGE

- DMA-1 DRAINAGE MANAGEMENT AREA
- SURFACE WATER FLOW DIRECTION
- - - BELOWGROUND STORM DRAIN PIPE
- DROP INLET

project limit of work

Date: October 28, 2024

RSA+

Attn: Jeremy Sill, Associate Principal

Re: Napa Valley Waste Management Authority C+D Facility Construction Administration Phase
 Architectural Design Construction Phase Services for the new C+D Facility to be located at the existing Devlin Road Transfer Facility (DRTS) in American Canyon, California.

Architectural Design Services Proposal

Description of consultant’s role.

Architect of Record, Project management coordination with RSA+ for the Construction Phase. Provided architectural services to coordinate with client, client representative, project management company and design team. RSA+ will contract with Structural, Mechanical/Plumbing, Electrical, Fire Sprinkler & Alarm consultants for the new C+D Construction Administration services to be provided.

Proposed Scope of Project and Design Work

The proposed project includes site work and building design and coordination for a new 130,000 s.f. C+D Facility. The C+D Facility is currently “out to bid” and we are coordinating with design team and will be coordinating through the bid process to complete and update the construction documents. This current and ongoing work is not part of this CA services proposal; the current and ongoing work is currently being completed under the existing design services contract.

Construction is anticipated to begin in 2025 along with the proposed architectural CA (construction administration) services to include project meetings, coordination with Owner’s representative, response to RFI and Change Order requests, review of applications for payment through the course of construction. Periodic site visits will include a field report which may be in the form of an email or other written documentation. RSA as the project lead shall prepare any meeting notes during the construction process. As the construction nears completion, the architectural design team will review the project work completed and prepare a punch list for the project representative, the owner and the general contractor to utilize as a guide in completing the work. NDP will provide the architectural portions of the punch list. As the architect of record NDP will review the as-built documentation and manuals provided by the general contractor as part of the record documents and project closeout.

This proposal does not include value engineering, design revisions or modifications, or asbuilt drawing services provided by the architect.

NDP Architectural Services	Budgeted Fees
Project Meetings and Coordination*	\$ 80,000.00
Construction Administration	\$120,000.00

*client and construction team meetings and communication through the construction process

Budget for Reimbursable Expenses

Reproduction - Printing and delivery expenses not included in proposed design services costs. \$ 5,000.00

Total Proposed Architectural Services Budget \$205,000.00

Contractual Terms

This proposal letter is intended to be an exhibit to the existing design services agreement. This proposal agreement is valid for 90 days from the date listed at the top of this document.

Sincerely,



Proposal Accepted by:

Stephen R. Cuddy, AIA, LEED AP
 California License C12633
 Napa Design Partners LLP
 Managing Partner

Name:
 Title:
 Company:
 Date:

c.c. Millie Binz, Bookkeeper

ZFA STRUCTURAL ENGINEERS

1303 jefferson street | suite 400a | napa ca 94559 | 707.492.3452 | zfa.com

AGREEMENT

FOR PROFESSIONAL SERVICES

Jeremy Sill
RSA+
1515 Fourth Street
Napa, CA 94559
Email: JSill@RSACivil.com
Phone: 707.252.3301

Project Number: 22307.05
Project Name: NVWMA C&D Facility – CA Services
Location: American Canyon, CA

PROJECT DESCRIPTION:

Provide structural engineering services for bid assistance and construction administration services for a new Construction and Demolition waste materials processing facility at the Devlin Road Transfer Station (DRTS) in American Canyon. The facility will be operated under the management of the Napa-Vallejo Waste Management Authority (NVWMA) and designed to enable the DRTS to provide additional processing capability for the future and increase recovery of recyclable material in the amount of up to 100,000 tons per year.

SCOPE OF SERVICES:

Bid Assistance & Construction Administration (CA) including the following:

- Prepare responses to questions from prospective bidders regarding the structural aspects of the project, as well as clarifications for addenda to the bid documents.
- Once a contractor is chosen and the metal building supplier has provided pre-engineered metal building (PEMB) drawings and calculations, ZFA will remove the metal building plans, details notes and specifications relating to the PEMB, from construction documents as directed by the owner, and release an addendum set of drawings accordingly.
- Review the contractor's PEMB drawings and calculations for comparison to ZFA designed metal building drawings and design criteria and note any discrepancies or alterations. The review includes major steel framing element sizes and locations and column reactions to confirm design matches the approved design/drawings by ZFA.
- Attend a construction kick-off meeting to review and discuss the project schedule, structural inspection requirements, and team member expectations and attend up to (10) OAC meetings during the construction phase of the project.
- Provide on-site structural reviews at the site for foundation and slab-on-grade reinforcement as well as for wood framing, and shearwall/roof sheathing nailing and hardware installation.
- Review 3rd party special inspection reports and respond to any related questions and/or non-conforming work, as applies.
- Review and respond to contractor requests for information (RFI) as needed and as requested.
- Review structural submittals for general compliance with the construction documents including concrete mix designs, product submittals, etc. and shop drawings including reinforcing steel, and structural steel (pre-engineered metal building is not included).
- Provide clarifications for the structural design intent of the construction documents and work with the owner, architect, or contractor to facilitate construction while remaining within the intent and requirements of the design.
- Review contractor change order requests as needed for feedback on structural related scope of work.
- Provide field reports from on-site reviews of construction at stages noted above.

- Provide a final letter of general conformance can be provided if ZFA performs all on-site structural reviews for all required areas with follow-up site visits to confirm completion.
- Provide a final PDF markup "CA Set" of drawings indicating any RFI/SSK revisions made during the construction phase of the project for owner use/files.
- Review and response to MEP, fire suppression, and civil RFI's and RFC's related to structural issues and item.
- Provide review of owner supplied equipment slab and foundation design and details as they relate to incorporation onto the structural slab and foundations designed by ZFA.

SPECIAL CONDITIONS:

- Third party Special Inspections are expected for concrete, steel, and post-installed anchors and are typically contracted directly with the owner
- The steel building design will be replaced by the contractor's metal building supplier's design that includes engineering calculations, plans, and details for construction. ZFA does not act as the SEOR of metal buildings designed by others.

ENGINEERING FEE: \$65,000 – Estimated – Billed at Hourly Rates plus reimbursable expenses

Risk Allocation: In recognition of the relative risks and benefits of the project to both the Client and ZFA, the risks have been allocated so that the Client agrees that to the fullest extent permitted by law, ZFA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of **\$500,000** (see Terms and Conditions). Such causes include, but are not limited to, ZFA's negligence, errors, omissions, strict liability, and breach of contract or warranty.

Offered by:

ZFA STRUCTURAL ENGINEERS

Accepted by:

RSA+



Chris Jonas, SE 5246

Principal

Date: December 20, 2024

Signature: _____

Print Name: _____

Date: _____

The following detailed Terms and Conditions on the accompanying pages are hereby incorporated by reference in the entirety as an integral part of this Agreement. Client's acceptance of this Agreement includes full acceptance of all Terms and Conditions without condition or reservation.

ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS

1. **BILLINGS/PAYMENTS**

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

2. **REIMBURSABLE EXPENSES**

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 10 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

3. **SUSPENSION OF ENGINEERING SERVICES**

If the Client fails to make payments when due or otherwise is in breach of *this Agreement or any other Agreements* Client has made with ZFA Structural Engineers, ZFA may suspend performance of *all* services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing the obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

4. **INDEMNIFICATION**

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA.

5. **STATUTE OF LIMITATIONS**

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

6. **TERMINATION**

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

7. **EXPIRATION**

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

8. **ACCESS TO SITE**

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

9. **HIDDEN CONDITIONS**

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

10. **CONSTRUCTION MEANS & METHODS**

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. **OTHER PROVISIONS**

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client.

One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. **OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES**

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers.

BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files." Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. **VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. **DISPUTE RESOLUTION**

At the discretion of ZFA Structural Engineers, all claims, counterclaims, disputes or other matters in question between the parties hereto arising out of or in relation to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

15. **ENTIRE AGREEMENT**

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. **CONTINGENT GUARANTEE**

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **BILLING RATES**

Executive Principal	\$255.00 per hour	Engineer	\$140.00 per hour
Principal	\$225.00 per hour	Designer	\$125.00 per hour
Associate Principal	\$200.00 per hour	BIM Project Manager	\$145.00 per hour
Senior Associate	\$185.00 per hour	Senior BIM	\$135.00 per hour
Associate	\$175.00 per hour	BIM Technician	\$115.00 per hour
Senior Engineer	\$155.00 per hour	Engineering Support	\$80.00 per hour

ADDITIONAL SERVICES AGREEMENT (ASA)

Project #: 20220488
Date: 10/23/24

ASA #: 02

Project: Napa County C&D Facility
Owner: Napa Design Partners
To: Stephen Cuddy

Please sign this ASA authorizing us to proceed with work as described below upon terms as set forth herein and in supplement to our Contract dated: August 23, 2022.

Contract Sum plus previous ASAs:	\$ 224,815
Amount of ASA 02:	\$ 50,500
Total contract to date with this ASA:	\$ 275,315

DESCRIPTION OF WORK COVERED BY THIS ADDITIONAL SERVICE:

CONSTRUCTION SUPPORT SERVICES:

- Review of Contractor submittals and RFI's.
- Respond to Contractor questions during construction.
- Prepare sketches as necessary
- Perform up to two (2) site visits during the construction phase and provide site visit report/punch list.

EXCLUSIONS:

- Self-certification
- Self-inspections
- As-Built's
- Contractor requested meetings (can be provided upon approval)

NET ADDITIONAL SERVICE: <<ADD/DELETE>> \$ 50,500

Date Approved: _____

Date Approved: 10/23/24

By: _____

By:  _____

Owner/Architect

COLEBREIT ENGINEERING
John E. Kohler, P.E. Managing Principal



EXHIBIT B

ENGINEERING FEE SCHEDULE WITH PREVAILING WAGE RATES

1. Listed herein are prices for the engineering services frequently performed by RSA+. Prices for services not listed will be given upon request.
2. Materials and expenses (subcontracts, fees, meals, travel expenses, etc.) are invoiced at cost plus 15%. Printing and plotting costs (for up to 50 sheets) will be billed per schedule below.
 - a. CADD plot \$10.00 per plot
 - b. Large-format copies, B&W \$ 4.00 per sheet
 - c. Small-format copies, B&W \$ 0.15 per page
 - d. Small-format copies, Color \$ 0.75 per page
3. Invoices will be submitted as agreed and are due upon receipt. Unpaid bills will be considered past due after 30 days from invoice date and will be subject to a late payment charge at the rate of 1½ percent per month, subject to a minimum charge of \$15.00 per month.
4. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to RSA+'s standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-RSA+ standard task organizations.
5. A 3% convenience fee will be charged for each credit card transaction processed.
6. This Fee Schedule is applicable until December 31, 2025, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2026.
7. Travel time is charged at standard billing rates.
8. Tasks involved with or requiring overtime, Code Violation Resolution, Stormwater Exceedance Compliance Assistance, Depositions, Hearings or Court Appearances are charged at 1.5 times at standard billing rates.

PREVAILING WAGE PERSONNEL RATES

Administrative Coordinator	\$100 per hour	Licensed Land Surveyor	\$235 per hour
Assistant Engineer	\$175 per hour	Principal	\$255 per hour
Associate Principal	\$250 per hour	Project Engineer	\$200 per hour
Design Engineer	\$185 per hour	Project Manager	\$235 per hour
Draftsperson	\$135 per hour	Prevailing Wage Survey Crew (2 Man)	\$375 per hour
Engineering Aide	\$100 per hour	Prevailing Wage QSP Stormwater Sampling Technician	\$190 per hour
Engineering / Survey Technician	\$165 per hour	Prevailing Wage Additional Field Personnel	\$155 per hour
Lead Engineer	\$205 per hour		

Expires 12/31/2025

	RSA+	CONSULTING CIVIL ENGINEERS + SURVEYORS +	SERVING CALIFORNIA SINCE	1980	1515 FOURTH STREET NAPA, CALIFORNIA 94559 FAX 707 252.4966 OFFICE 707 252.3301
	HUGH LINN, PE, QSD, QSP PRINCIPAL + PRESIDENT <hr/> hLinn@RSAcivil.com		CHRISTOPHER TIBBITS, PE, LS PRINCIPAL + VICE PRESIDENT <hr/> cTibbits@RSAcivil.com		
707 252.3301 RSAcivil.com					

#4124470.1 – 18

December 23, 2024

Revised: September 4, 2025

Napa-Vallejo Waste Management Authority
 Attn: Executive Director
 c/o: Auditor Controller’s Office
 1195 Third Street, Suite B10
 Napa, CA 94559

RE: C&D Building – Devlin Road Transfer Station
 Amendment #2 (RSA+ Project #4122045.0)

To Whom It May Concern:

The purpose of this letter is to provide a second addendum to our original Agreement dated July 14, 2022. The additional scope of services and associated fees are as follows:

A. Consultant agrees to perform the following additional scope of services:

4. **Construction Phase Services.** RSA+ will provide construction assistance for the project. The scope listed below describes the services to be provided upon bid award to project close-out.
 - a. **Continued Bidding Assistance.** *RSA+ will provide continued bidding assistance for the re-bidding of the project. This task includes amendments to the project plans, specification and bid schedule to accommodate the changes required as part of the first bid conclusion. Additionally, the fee includes assistance during the re-bidding including attendance at a pre-bid meeting, review and responding to all questions, preparing addenda and analyzing bids post bid opening.*
 - b. **Construction Assistance, Observations, and Inspections:** *RSA+ and its team of consultants will provide the following services in parallel with the construction management team:*
 - i. Project start-up assistance, including attendance at pre-construction meetings.
 - ii. RSA+ will attend outside meetings as requested (utility agencies, Authority meetings, County meetings, American Canyon public works, etc.).
 - iii. RSA+ will attend regular Owner Architect Contractor (OAC) meetings with the design leads, General Contractor, Construction Manager (CM), and the Authority.
 - iv. RSA+ will assist with coordination between the project and the municipalities and other jurisdictions which interface with the project.

- v. RSA+ will assist the CM and the Authority with quarterly budget reports, and any other as-needed documentation.
- vi. RSA+ will coordinate the contractor's submittals, RFI's, Substitutions, and Change Orders. We will review and forward them to the Design Team to be acted upon promptly. All submittals, RFI's, Substitutions, and Change Orders are logged and tracked in General Contractor's online CPM (Critical Path Management) system. Tracking of RFIs and Submittals will be an agenda item at the weekly OAC meetings.
- vii. Assist CM with change order review and provide backup as needed for change orders.
- viii. RSA+ will provide oversight for construction observations, monitor the project for SWPPP plan compliance, oversight of contractor compliance to the established environmental mitigation measures, maintain overall coordination with contractor, construction manager, Authority's representative and other key individuals.
- ix. An RSA+ representative in conjunction with CM may assist with coordination of special inspections and lab testing RSA+ will review the testing labs' monthly payment request for accuracy and make a recommendation to the CM for payment authorization.
- x. RSA+ will provide both schedule and budget assistance. We will monitor construction progress, review, and approve the construction schedule submittals, and maintain a project timeline along with the CM.
- xi. Weekly site visits to observe progress, confer with contractor and CM and discuss any current or upcoming construction items outside of the OAC meetings.
- xii. RSA+ will review, document, and make recommendations for approval of Change Orders to the Authority.
- xiii. Safety Checks and OSHA Compliance
- xiv. Construction Management Plan (pre and post roadway survey). As required under the Mitigation Measures for the project and as prescribed by Agency staff, a pre and post roadway analysis is required to determine if the project created impacts (degradation) of the adjacent roads that lead into the property. These roadways are limited to the following:
 - 1) Beginning at the intersection of Highway 29 and South Kelly road, then westward along South Kelly toward the project site and then southerly only from the intersection of South Kelly and Devlin Road to 200' past the alternate site entrance used for transporting stockpile and other materials.
- xv. Site Observations. RSA+ and the design consultants have prepared scope to perform oversight and review of the site design and building design. ***These observations are not Inspections, and no reports will be prepared***

as part of the observations. RSA+ and the design consultants will notify the CM if observations do not follow the plans and/or project specifications, and it is expected the CM will work with contractor to remedy.

The following is a list of expected observations:

- a) Civil.
 - i. Grading
 - 1. Pad Finished Grade (Limits and Elevation)
 - 2. Rough Grading at Conforms and physical features (Considering finish materials, e.g., sod, mulch, rock)
 - ii. Storm Drainage
 - 1. Storm Drainage Structures (Size, Location, Bedding, Elevation, Connections, backfill material and compaction)
 - 2. Storm Drainage Pipes (Bedding, Line, Grade, material, connections, backfill material and compaction)
 - 3. Hard Surface Features (Line, Grade, material)
 - 4. Earthen Features (Line, Grade, surfacing)
 - 5. Drainage Areas
 - 6. Sediment/Debris free at start-up
 - 7. Bioretention facilities
 - iii. Sanitary Sewer
 - 1. Sanitary Sewer Structures (Size, Location, Elevations, connections, backfill material and compaction)
 - 2. Sanitary Sewer Pipe (Line, Grade, Material, Connections, backfill material and compaction)
 - iv. Water Line and Recycled Water Line
 - 1. Structures (Sizes, Location, Elevation, materials, connections, backfill)
 - 2. Water Pipe (Line, Grade, Material, Connections, Bedding, backfill material, and compaction)
 - 3. Separations from other Utilities
 - v. Concrete Work
 - 1. Forms and base Check (Line, Grade, Geometry, thickness)
 - 2. Conforms (Elevations, smooth transition, Drainage)
 - vi. Accessible Routes on Site

1. Pathways Form Check (Line, Grade, Geometry)
 2. Ramp Form Check (Slopes, lengths, landings)
 3. Pathway and Ramp As-Built Check
- vii. Asphalt
1. Subgrade (Geometry, Line, grade)
 2. Headers (Material, Line, grade)
- b) Geotechnical Engineering (RGH) – See scope of services in Exhibit A attached. Note that special inspections are a separate item in this proposal.
- c) Dry Utility (Radius) – See scope of services in Exhibit B attached
- d) Landscape Architecture (Studio1515) – See scope of services in Exhibit C attached
- e) Architect (NDP) – See scope of services in Exhibit D attached
- f) Structural Engineering (ZFA) – See scope of services in Exhibit E attached
- g) Mechanical (ColeBreit) – See scope of services in Exhibit F attached
- h) Electrical (ColeBreit) – See scope of services in Exhibit F attached
- i) Plumbing (ColeBreit) – See scope of services in Exhibit F attached
- j) Sparta Coordination – It is expected that both Mechanical, Electrical, Plumbing and Structural coordination will be required with the Sparta engineering team that is providing the sorting equipment. Time and fee have been added to have the Colebreit and ZFA teams work with the Sparta team.
- xvi. Special Inspections – The geotechnical engineering firm (RGH) has prepared scope and fee to handle special inspections as detailed on their scope in Exhibit A. The accompanying fee for all special inspections is included in the budget
- c. **SWPPP Monitoring and Qualified SWPPP Practitioner Services:**
- i. In accordance with State Water Resources Control Board Order No. 2022-0057-DWQ (The Order) effective September 1, 2023, RSA⁺ will act as the QSD/QSP and provide SWPPP Monitoring Services from initial ground disturbance (i.e., demolition, clearing, and grubbing) through final stabilization and filing of a Notice of Termination (NOT). RSA⁺ will perform the following services to address the monitoring and reporting requirements.

- 1) Record keeping and reporting, including weekly inspections. Daily rain gauge readings and dust/tracking control will be the Contractor's responsibility.
- 2) Preparation of BMP and conducting all QSD/QSP inspections required by The Order, including (but not limited to) inspections prior to and following Qualifying Precipitation Events (QPE) or Numeric Action Level (NAL) Exceedances. The inspection reports will include the project risk level, the trades active on the site, the active phase of construction, photo documentation of BMPs, and suggested action to address most probable stormwater discharge issues that may arise.
- 3) Stormwater sampling, analysis, and reporting as required for QPEs.
- 4) Numeric Action Level (NAL) Exceedance Reports, if required.
- 5) File Changes of Information (COIs), if required.
- 6) Preparation of a Notice of Termination (NOT) to close the permit and WDID#.

d. ***Project Close-out:***

- i. RSA+ will review testing documentation required for contract compliance. RSA+ will also assist with the fire marshal, building department, and any other code enforcement authorities to help ensure an orderly and timely project close-out.
- ii. RSA+ will work with Authority staff and the CM to prepare a project punch list. RSA+ may further estimate the value of the punch list items to be used to establish the appropriate amount of contractor retention pending completion of the punch list work.
- iii. RSA+ will review the contractor's during-construction changes with the Design Team and CM. RSA+ and the design team will prepare updated drawings based on contractor records of the changes that occurred during construction. Additionally, RSA+ will prepare an as-built survey of the site to create "As-Built" drawings. A consolidated file will be turned over to the Authority at the end of the project.
- iv. RSA+ will review any outstanding dispute items at the completion of the project and make clear recommendations to the Authority as to appropriate action or potential resolution parameters.

B. Not included in this scope of services:

1. Payment of County, City, Title Company or other agency fees.

Additional Fees

We will provide these services on a “Time and Materials not-to-exceed” (T&M nte) fee basis as follows:

Task 4 - Construction Phase Services

Task 4a	Continued Bidding Assistance	(T&M nte)	\$150,000
Task 4b	Construction Assistance, Observations, and Inspections	(T&M nte)	\$1,129,000
Task 4c	SWPPP Monitoring and QSP Services	(T&M nte)	\$72,000
Task 4d	Project Close-out	(T&M nte)	\$38,000
Task 4 Total			\$1,389,000

Please sign in the space provided below to indicate your concurrence with this second addendum to our original Agreement. Please feel free to call should you have any questions.

Sincerely,

Agreed:

Signed by:

FA163AE1C4CC4B5...
Christopher M. Tibbits, PE, LS
Principal + Vice-President
RCE 59361 / PLS 8585

By: _____ Date

JS/sb/bs
#4124470.1 – 18

Encl.

- Exhibit A Geotechnical Engineering Scope of Services (RGH)
- Exhibit B Dry Utility Scope of Services (Radius)
- Exhibit C Landscape Architecture Scope of Services (Studio 1515)
- Exhibit D Architect Scope of Services (NDP)
- Exhibit E Structural Engineering Scope of Services (ZFA)
- Exhibit F Mechanical, Electrical, and Plumbing Scope of Services (ColeBreit)

EXHIBIT A



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

RSA+
Attention: Jeremy Sill
jsill@rsacivil.com

Project Scope and Fee Request
DRTS C&D Facility
889 Devlin Road
American Canyon, California

Proposal Number: 95.014210

As requested, we are pleased to submit this request for authorization to provide additional geotechnical services for the subject project. Attached is our recommended scope of services and corresponding fee estimate.

Very truly yours,
RGH Consultants

Jared J. Pratt
Principal Engineering Geologist
Project Manager



cc: RSA+
Attention: Bruce Fenton
bfenton@rsacivil.com
Attention: Michael Yoder
myoder@rsacivil.com

Eric G. Chase
Principal Geotechnical Engineer



JJP:EGC:msz:brw
Electronically submitted

[https://rghgeo.sharepoint.com/sites/shared/shared documents/work in progress/_pip/_jjp/napa-vallejo waste management authority 95.012210/95.014210 scope & fee request.docx](https://rghgeo.sharepoint.com/sites/shared/shared%20documents/work%20in%20progress/_pip/_jjp/napa-vallejo%20waste%20management%20authority%2095.012210/95.014210%20scope%20&%20fee%20request.docx)

Attachments: Schedule of Charges
Grading Observation and Testing Estimate
Special Inspection Estimate



Experience is the difference

Santa Rosa Office
3501 Industrial Drive, Suite A
Santa Rosa, CA 95403
707-544-1072

Napa Office
1041 Jefferson St, Suite 4
Napa, CA 94559
707-252-8105

November 4, 2024

Proposal No.95.014210

Project Scope and Fee Request

Project Name: DRTS C&D Facility

Project Location: 889 Devlin Road, American Canyon, California 94503

As the Geotechnical Engineers for the above referenced project, we request your authorization to perform the following additional services. These additional services are required by the County of Napa Planning Department and recommended in our geotechnical report for the project dated April 1, 2024. The project plans and specifications prepared by Napa Design and RSA+ and the recommendations in our report will be the guidelines for the work.

Project Description: We understand it is proposed to construct a new prefabricated main processing building and a wood framed administration building.

Scope of Services: The scope of RGH's services during construction will be based on knowledge of the soil conditions gained from the soils report and experience obtained during construction of similar projects. Our typical geotechnical observation and testing includes providing intermittent on-site observation with field and laboratory testing during the following work items:

- Excavation of weak surface soils and old fills within and adjacent to the building and exterior concrete slab areas
- Placement and compaction of fills
- Excavation of footings (on-call checking only)
- Placement and compaction of utility trench backfills (on-call checking only)
- Preparation of subgrade for concrete slabs-on-grade
- Preparation of subgrade and aggregate base for pavement
- Installation of geotechnical drainage improvements

Generally, our special inspection services include observation and testing during the following work items:

- Reinforcing steel placement
- Placement of concrete (including slump and cylinder collection)
- Epoxy installation
- Welding
- Bolt installation
- Shear wall nailing

The results of our observations and testing will be made available to the contractor(s) on the job site so that timely corrective action might be taken, if required. Upon completion, we will summarize the results of our work in a final letter, including field and laboratory data.

Estimated Additional Fee: RGH proposes to perform the services indicated above on a time-and-expense basis in accordance with our then-current schedule of charges. Our current schedule of charges is attached. Our estimated fees are presented below and an itemized breakdown of our estimate is attached. It should be understood that fees for observation and testing during construction are difficult to estimate as they are highly dependent on the contractor's schedule. If a detailed cost estimate is needed for construction observation and testing, we can provide one once a construction schedule has been prepared.

Geotechnical Construction Observation and Testing	\$140,236 – Time and Expense
Special Inspection Testing	\$287,174 - Time and Expense

This estimate includes our fee for laboratory, clerical, and office engineering support services during construction.

Our total fee could vary depending on the actual construction procedures and rate of progress. These, in turn, are dependent on soil conditions encountered and the prevailing weather. We will keep you advised of our charges by issuing progress billings, and will inform you of any changes in conditions which might significantly affect our fee. The above estimate does not include charges for observation and retesting of the repair of unsatisfactory work.

We appreciate the opportunity to provide continued services on this project. Please return one signed copy of this Authorization for Additional Services as our formal authorization.

AUTHORIZATION: We anticipate that we will be authorized through a standardized ACEC or similar contract presented by the Client for our review.



Experience is the difference

Santa Rosa Office
 3501 Industrial Drive, Suite A
 Santa Rosa, CA 95403
 707-544-1072

Napa Office
 1041 Jefferson St, Suite 4
 Napa, CA 94559
 707-252-8105

SCHEDULE OF CHARGES
Effective January 1, 2024

Unless agreed otherwise, work is charged for on a time and expense basis in accordance with the following schedule of charges:

PERSONNEL

Principal	\$250/hour
Associate	\$205/hour
Senior Engineer/Geologist	\$195/hour
Project Engineer/Geologist	\$175/hour
Staff Engineer/Geologist	\$150/hour
Field Engineer	\$140/hour
Field Engineer (Prevailing Wage)	\$180/hour
Graphics	\$110/hour
Administrative Support.....	\$90/hour

EQUIPMENT

Slope Incliner Instrument	\$200/day
Coring Machine	\$400/day
Infiltration Test Apparatus.....	\$200/day
Sonic Echo Foundation Test Gauge.....	\$200/day
Specialty Software (i.e. SLOPE/W, VolFlo)	\$70/hour

CONCRETE

Concrete Compression Testing - Set of 4 Cylinder Breaks.....	\$200
Shotcrete Panel (Includes coring, compression testing of 4 cores, and disposal)	\$400
Each Additional Cylinder Break	\$50
Each Additional Core Break.....	\$100

OTHER

Travel time is charged at regular rates. Vehicle mileage is charged at the current federal rate. For court appearance, expert witness testimony, or deposition the charge is \$400 per hour for the principal, associate, and project level professional and \$280 per hour for all others, payable in advance. Four and eight hour minimums apply for court appearance.

Time worked in excess of 8 hours per day and Saturday/night work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day and Sundays/holidays will be charged at 2 times the hourly rate.

Outside services including laboratory analysis, consultants, subcontractors, equipment not listed above, outside reproduction, aerial photographs, meals, lodging, shipping and special equipment or services not listed above are charged at cost plus 20 percent.

Project Name: GRADING Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	16		\$250.00	\$4,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	109	0.50	\$150.00	\$8,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	109	0.25	\$90.00	\$2,452.50	
				\$14,627.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Pad Grading	25	8.00	\$180.00	\$36,000.00	
Drive and Parking Grading	15	8.00	\$180.00	\$21,600.00	
Trench Storm Drain	20	4.00	\$180.00	\$14,400.00	
Trench Water (domestic)	2	4.00	\$180.00	\$1,440.00	
Trench Water (recycled)	2	4.00	\$180.00	\$1,440.00	
Trench Fire Water	20	4.00	\$180.00	\$14,400.00	
Fire Hydrants	4	4.00	\$180.00	\$2,880.00	4 Hydrants
Trench Sewer	6	4.00	\$180.00	\$4,320.00	
Trench Joint	2	4.00	\$180.00	\$1,440.00	
Under Slab drain	4	2.00	\$180.00	\$1,440.00	
Off site tie-ins	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Footing Excavation Observation	4	4.00	\$180.00	\$2,880.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	109			\$109,440.00	
LABS					
Compression Testing - Set of 4 Cylinders			\$200.00	\$0.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves	8		\$305.00	\$2,440.00	
1557 Curve with rock correction	2		\$490.00	\$980.00	
R.I.C.E.			\$170.00	\$0.00	
				\$3,420.00	
SUBTOTAL ESTIMATED COST				\$127,487.50	
				10% Contingency	\$12,748.75
TOTAL ESTIMATED COST				\$140,236.25	

Services are provided on a time and expense basis in accordance with our Schedule of Charges.
 The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.

Project Name: SI Napa-Vallejo Waste Management Authority

	VISITS UNITS	HRS/Visit HRS/UNIT	COST/HR COST/UNIT	Estimated Subtotal	Notes
PERSONNEL Charges are per hour					
Principal	8		\$250.00	\$2,000.00	
Senior Associate			\$0.00	\$0.00	
Associate			\$205.00	\$0.00	
Project Manager			\$0.00	\$0.00	
Senior Engineer			\$195.00	\$0.00	
Senior Geologist			\$195.00	\$0.00	
Project Engineer/Geologist			\$175.00	\$0.00	
Staff Engineer/FM	189	0.50	\$150.00	\$14,175.00	
Field Engineer			\$180.00	\$0.00	
Graphics			\$110.00	\$0.00	
Administrative Support	189	0	\$90.00	\$4,252.50	
				\$20,427.50	
EQUIPMENT					
Core Machine			\$400.00	\$0.00	
			\$0.00	\$0.00	
				\$0.00	
TASKS					
Perimeter footing steel	3	4.00	\$180.00	\$2,160.00	
Perimeter footing concrete	3	8.00	\$180.00	\$4,320.00	
Spread footing steel	3	4.00	\$180.00	\$2,160.00	
Spread footing concrete	3	8.00	\$180.00	\$4,320.00	
Push wall steel	3	4.00	\$180.00	\$2,160.00	
Push wall concrete	3	8.00	\$180.00	\$4,320.00	
Retaining wall footing steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall footing concrete	2	8.00	\$180.00	\$2,880.00	
Retaining wall steel	2	4.00	\$180.00	\$1,440.00	
Retaining wall concrete	2	8.00	\$180.00	\$2,880.00	
Slabs steel	9	4.00	\$180.00	\$6,480.00	
Slabs concrete	9	8.00	\$180.00	\$12,960.00	
Equipment pads steel	2	2.00	\$180.00	\$720.00	
Equipment pads concrete	2	4.00	\$180.00	\$1,440.00	
OT time for concrete pours	24	2.00	\$270.00	\$12,960.00	
Cylinders Pick UP	24	2.00	\$180.00	\$8,640.00	
			\$180.00	\$0.00	
Welding (shop)	40	8.00	\$180.00	\$57,600.00	
Welding (field)	25	8.00	\$180.00	\$36,000.00	
High Strength Bolting	14	4.00	\$180.00	\$10,080.00	calibrated wrench method
Epoxy	14	8.00	\$180.00	\$20,160.00	
Shear	5	8.00	\$180.00	\$7,200.00	
			\$180.00	\$0.00	
Exterior concrete drive areas	5	8.00	\$180.00	\$7,200.00	
Exterior AC drive areas	4	8.00	\$180.00	\$5,760.00	
Exterior curbs and valley gutters	2	8.00	\$180.00	\$2,880.00	
Off Site Patch Paving	2	8.00	\$180.00	\$2,880.00	
Cylinders Pick UP	7	2.00	\$180.00	\$2,520.00	
			\$180.00	\$0.00	
Trash enclosure footing steel	1	3.00	\$180.00	\$540.00	
Trash enclosure footing concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure slab steel	1	2.00	\$180.00	\$360.00	
Trash enclosure slab concrete	1	4.00	\$180.00	\$720.00	
Trash enclosure walls steel	1	3.00	\$180.00	\$540.00	
Trash enclosure walls concrete	1	4.00	\$180.00	\$720.00	
			\$180.00	\$0.00	
			\$180.00	\$0.00	
Total Visits:	189			\$227,160.00	
LABS					
Compression Testing - Set of 4 Cylinders	64		\$200.00	\$12,800.00	
Sieve Analyses			\$315.00	\$0.00	
1557 Curves			\$305.00	\$0.00	
1557 Curve with rock correction			\$435.00	\$0.00	
R.I.C.E.	4		\$170.00	\$680.00	
				\$13,480.00	
SUBTOTAL ESTIMATED COST				\$261,067.50	
			10% Contingency	\$26,106.75	
TOTAL ESTIMATED COST				\$287,174.25	

Includes admin part of building.

Services are provided on a time and expense basis in accordance with our Schedule of Charges.

The length and number of our visits are dependent on the contractors' schedule and are not typically within our control.



EXHIBIT B

DRY UTILITY DESIGN ○ CONSULTING ○ PROJECT MANAGEMENT

E. ~~Pre-Construction Administration—Add Alternate~~

Description of Services

1. ~~Design updates for city submittals after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
2. ~~Respond to emails and phone calls after PG&E designs have been approved and prior to construction start (includes 8 hours)~~
3. ~~Project coordination meetings after PG&E designs have been approved and prior to construction start (includes 12 hours)~~

F. Construction Administration – Add Alternate **Construction Administration begins immediately after the pre-construction meeting is complete. Cost is based on an expected [6 month] duration of construction administration related to joint trench coordination, design updates and construction support. Longer durations of construction will require additional work authorization or to be charged at time and material per rates listed below.*

Description of Services

1. Respond to RFI's and submittals (includes 16 hours)
2. Two jobsite visits (includes 8 hours)
3. Respond to emails and phone calls (includes 8 hours)
4. Meetings (includes 8 hours)

G. Relocate existing PG&E gas line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing gas main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E gas drawings and material list for the gas main relocation work along the project site.
5. Submit gas drawings to PG&E and address comments for approval.
6. Coordinate with outside disciplines (landscape, civil) to ensure proposed trench location meets PG&E clearance requirements
7. Address final PG&E comments and coordinate joint trench location per comments
8. Create Joint Trench Composite plan and Form B for submittal to PG&E

H. Relocate existing PG&E electric line in conflict with project—Add Alternate

Description of Services

1. Submit relocation application to PG&E
2. Determine existing electric main in conflict and propose new trench location
3. Create preliminary joint trench intent plan for PG&E review
4. Design PG&E electric drawings and material list for the electric main relocation work along the project site

#4122430.0.16

PROPOSAL FOR RSA+ - DRTS NAPA VALLEJO WASTE MANAGEMENT AUTHORITY

Agreement entered into at Napa, California, made this 28th day of April 2022, by and between:

CONSULTANT:
Studio 1515
1426 Fourth Street
Napa, CA 94559

CLIENT:
RSA+
Attn: Jeremy Sill
1515 4th Street
Napa, CA 94559
jsill@rsacivil.com

CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client intends to construct a facility for processing construction and demolition debris at the Devlin Road Transfer Station (DRTS) in American Canyon, CA (APN 057-090-060).

A. Consultant agrees to perform the following scope of services:

1. ~~**Schematic Landscape Plan.** Studio 1515 will prepare a Schematic Landscape Plan in accordance with any applicable agency standards including the following:~~
 - a. ~~Review relevant existing documents including:~~
 - i. ~~NVWMA (Napa Vallejo Waste Management Authority) Standards~~
 - ii. ~~Project history and concept development documents~~
 - b. ~~Develop and refine landscape concept by integrating Client and design team feedback.~~
 - c. ~~Attend up to three (3) in person or virtual meetings.~~
2. ~~**Landscape Design Development.** Studio 1515 will further refine plans to address items that are appropriate to the landscape design theme and project budget including the following:~~
 - a. ~~Note locations of underground and above grade utilities~~
 - b. ~~Refine tree locations~~
 - c. ~~Refine plant palette~~
 - d. ~~Finalize hardscape layout and materials selections~~
 - e. ~~Indicate features unique to the project~~
 - f. ~~Studio 1515 will attend up to three (3) in person or virtual meetings~~

3. **Landscape Construction Documents.** Studio 1515 will prepare landscape construction documents consisting of the following:
 - b. ~~Landscape Construction Callout and Layout Plans at 1"=20'.~~ Plans will indicate the locations, material reference and dimensions of landscape construction elements such as walks, paving finishes, planting areas, etc.;
 - e. ~~Landscape Construction Details at various scales.~~ Plans will show the visual effect of landscape construction details as may be appropriate;
 - d. ~~Tree Planting Plans at 1"=20'.~~ Plans will show tree locations and indicate quantity and size of trees including a botanical plant list of such materials;
 - e. ~~Shrub Planting Plans at 1"=20'.~~ Plans will show the locations and indicate quantity and size of shrubs including a botanical plant list of such materials;
 - f. ~~Irrigation Plans at 1"=20'.~~ Plans will show irrigation equipment locations, laterals lines, mainline locations, pipe sizing, and irrigation equipment legend complete with California State Model Water Efficient Landscape Ordinance (MWELO) water use calculations.
 - g. ~~Irrigation and Planting Details at various scales.~~ The plan will show the irrigation materials and related equipment connections for installation and describe any special planting procedures, staking, guying, etc.;
 - h. ~~Coordination.~~ Studio 1515 will coordinate landscape design with Client's Architect for design components as they relate to landscape work. We will also coordinate landscape services with Client's Electrical Engineer, Utilities Consultant, Civil Engineer and MEP Consultant.
 - i. ~~Landscape Approval Assistance.~~ Three (3) standard and reasonable plan check iterations are anticipated. Plan check and other miscellaneous processing above and beyond three (3) will be billed separately on a T&M basis.
 - j. ~~Meetings.~~ Studio 1515 will attend up to seven (7) in-person or virtual meetings.
4. **Bidding & Negotiation Assistance.** Studio 1515 will review contractor bids for consistency and comparison and respond to RFI's as needed.
 - a. Studio 1515 will attend one (1) virtual meeting via Zoom.
5. **Construction Phase Services.** Studio 1515 will attend periodic site visits during project Construction Phase. All other construction administrative services will be billed on an hourly basis. Services will include, but are not limited to, the following:

- a. Review or take appropriate action on submittals received from the contractor (i.e. shop drawings, product data and samples), but only for the limited purpose of conformance with the design concept of the work and with the information given in the plans and specifications prepared by Studio 1515.
- b. Review substitutions and alternatives, as requested by the contractor, and make recommendations.
- c. Provide periodic field visits during the construction phase that would include the following:
 - i. Observe and become generally familiar with the progress of the work to determine if the work is generally proceeding in accordance with the construction documents.
 - ii. Review landscape construction items including forms for concrete pours positioning of construction features, and location of excavation for trees and plant materials and quality of construction materials utilized.
 - iii. Observe the installation of plant material and irrigation materials, and equipment for general conformance to contract documents and design intent.
 - iv. Review landscape installation at beginning of plant establishment period and prepare “punch list” of findings.
 - v. Inform and advise Client via written documents of Studio 1515 site observation meetings.
 - vi. Studio 1515 shall not have control over or charge of, and shall not be responsible for construction means, contractor’ schedules, contractor’s errors and omissions, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work since these are solely the contractor’s responsibility under the contract for construction. Although Studio 1515 may observe and discuss potential problems, these periodic field visits are not construction inspections or a guarantee that there will not be construction deficiencies.
 - vii. Studio 1515 will attend up to ten (10) in-person, on-site meetings. If more site visits are required these will be billed at Time & Materials.

B. Not included in this scope of services:

- 1. Design for any other part of the facility outside the project limit of work.
- 2. Geotechnical/Geological design services.
- 3. Professional perspective renderings.

- 4. Photometric analysis or lighting design services.
- 5. Preparation of Estimate of Probable Costs of Landscape Plan.
- C. All reimbursable expenses will be charged for in addition to the contract price in accordance with the attached Fee Schedule.
- D. This Proposal and the attached Fee Schedule shall become part of the Consultant/Client Agreement when said document is signed by both parties.
- E. This Proposal is subject to acceptance by May 28, 2022, or is void thereafter at the option of the Consultant.
- F. Client agrees to compensate Consultant on a "Time & Materials" (T&M) or a "Fixed Fee" (FF) fee basis, in accordance with the attached Fee Schedule.

Task 1.....Schematic Landscape Plan.....	(T&M).....	\$14,000*	
Task 2.....Landscape Design Development.....	(FF).....	\$ 6,000	
Task 3.....Landscape Construction Documents.....	(FF).....	\$38,000	
Task 4.....Bidding & Negotiation.....	(T&M).....	\$ 4,000*	
Task 5.....Construction Phase Services.....	(T&M).....	\$ 8,000*	\$11,000 sh

* Estimate of fee for this task. Actual fee will be based on required effort to complete task.

- G. Client has read and understands all the "Standard Provisions of Agreement between Client and Consultant" attached hereto and incorporated by reference, and agrees all Provisions of Agreement are a part of this Agreement and are binding on Client and Consultant.
- H. Client and Consultant agree that the late payment charge provided for in the Standard Provisions of Agreement shall be computed at a periodic rate of 1.50%, which is an annual percentage rate of 18%.

Studio 1515

RSA⁺

DocuSigned by:

 4/28/2022
 By: Susan Heiken, LA, CAsp Date
 Landscape Architect
 Certified Access Specialist

By: _____ Date
 CLIENT BILLING ADDRESS:
 (if different from the mailing address above)

 Attn: _____

#4122430.0.16
 SH/sl

Client Initials	DS Consultant Initials SH
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**STANDARD PROVISIONS OF AGREEMENT
BETWEEN CLIENT AND CONSULTANT FOR LANDSCAPE ARCHITECTURE SERVICES**

Client and Consultant agree that the following provisions shall be part of this agreement:

1. PERSONNEL RATES:		MATERIALS & EXPENSES:	
Landscape Architect, Associate Principal	\$210.00/hour	CADD Plot	\$10.00
Landscape Architect, Senior Associate	\$185.00/hour	Large Format Copy, B&W	\$ 4.00
Landscape Project Manager	\$160.00/hour	Large Format Copy, Color	\$15.00
Landscape Designer	\$150.00/hour	Small Format Copy, B&W	\$ 0.15
Administrative Coordinator	\$100.00/hour	Small Format Copy, Color	\$ 0.75
		Other Materials/Expenses at Cost +15%	

IF APPLICABLE

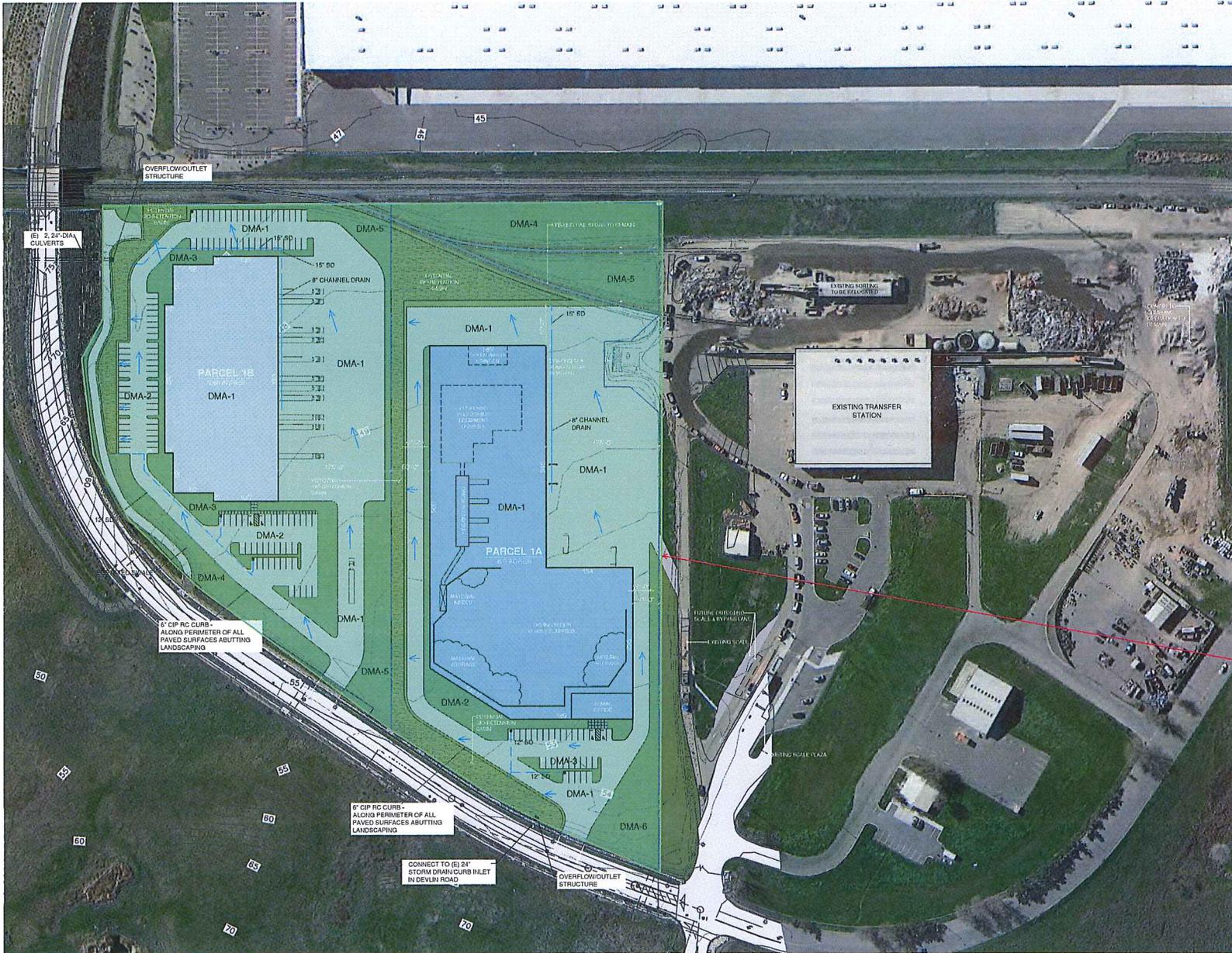
Survey Crew	\$295.00/hour
(Construction, 2 Man, Robotic, or GPS)	
Additional Field Personnel	\$95.00/hour
Licensed Surveyor	\$215.00/hour
Survey Technician	\$160.00/hour

Travel time is charged at standard billing rates and overtime is charged at 1.5 x hourly rate.

Mileage is billed at the standard Federal mileage rate.

2. This agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services for the project. Any modifications to this agreement shall be in writing and signed by both Client and Consultant.
3. In the event Client terminates the contract before the completion of all services, Client agrees to release Consultant from all liability for services performed and Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein.
4. All fees and other charges due Consultant will be billed monthly and shall be due upon receipt. Failure to pay Consultant within thirty (30) days after invoices are rendered, shall constitute a material breach of this entire agreement.
5. Client agrees to pay a monthly late payment charge that shall be computed at a periodic rate of one and one-half percent (1-1/2%) per month (an annual percentage rate of 18%) or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Minimum monthly charge to be \$15.00.
6. A monthly fee of \$200.00 will be charged for special handling or processing not conforming to Studio 1515's standard invoicing format. Special handling includes the preparation of bank vouchers, lien releases, and invoicing with non-Studio 1515 standard task organizations.
7. A 3% convenience fee will be charged for each credit card transaction processed.
8. Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability to the amount of the Consultant's fee.
9. This Fee Schedule is applicable until December 31, 2022, and is limited to that date in any contract of which it is a part. Fees are subject to change January 1, 2023.

END OF PROVISIONS



SITE SUMMARY

PARCEL 1A	(9.1 ACRES) 340,528 S.F. 100%
BUILDING AREA:	100,000 S.F. 29%
LANDSCAPE AREA:	172,000 S.F. 50%
HARDSCAPE AREA:	154,168 S.F. 45%

PARCEL 1B	(10.4 ACRES) 291,131 S.F. 100%
BUILDING AREA:	63,000 S.F. 22%
LANDSCAPE AREA:	80,300 S.F. 28%
HARDSCAPE AREA:	147,831 S.F. 50%

DEVELOPMENT STANDARDS

MINIMUM SETBACK:	30 FEET
MAXIMUM FLOOR AREA RATIO:	50%
MAXIMUM BUILDING HEIGHT:	40 FEET

PARKING SUMMARY

PARCEL 1A	
STANDARD PARKING:	397 S-TALLS
ACCESSIBLE PARKING:	23 S-TALLS
TOTAL PARKING:	420 S-TALLS

PARCEL 1B	
STANDARD PARKING:	112 S-TALLS
ACCESSIBLE PARKING:	23 S-TALLS
TOTAL PARKING:	135 S-TALLS

PARKING REQUIREMENTS

WAREHOUSE STORAGE:	1 PER 1,000 S.F. OF GROSS FLOOR AREA FOR THE FIRST 20,000 S.F. OF GROSS FLOOR AREA PLUS 1 PER 2,000 S.F. OF GROSS FLOOR AREA THEREAFTER
OFFICE:	1 PER 300 S.F. OF GROSS FLOOR AREA

STORM DRAINAGE

- DMA-1 DRAINAGE MANAGEMENT AREA
- SURFACE WATER FLOW DIRECTION
- - - BELOWGROUND STORM DRAIN PIPE
- DROP INLET

project limit of work



Date: October 28, 2024

RSA+

Attn: Jeremy Sill, Associate Principal

Re: Napa Valley Waste Management Authority C+D Facility Construction Administration Phase
 Architectural Design Construction Phase Services for the new C+D Facility to be located at the existing Devlin Road Transfer Facility (DRTS) in American Canyon, California.

Architectural Design Services Proposal

Description of consultant’s role.

Architect of Record, Project management coordination with RSA+ for the Construction Phase. Provided architectural services to coordinate with client, client representative, project management company and design team. RSA+ will contract with Structural, Mechanical/Plumbing, Electrical, Fire Sprinkler & Alarm consultants for the new C+D Construction Administration services to be provided.

Proposed Scope of Project and Design Work

The proposed project includes site work and building design and coordination for a new 130,000 s.f. C+D Facility. The C+D Facility is currently “out to bid” and we are coordinating with design team and will be coordinating through the bid process to complete and update the construction documents. This current and ongoing work is not part of this CA services proposal; the current and ongoing work is currently being completed under the existing design services contract.

Construction is anticipated to begin in 2025 along with the proposed architectural CA (construction administration) services to include project meetings, coordination with Owner’s representative, response to RFI and Change Order requests, review of applications for payment through the course of construction. Periodic site visits will include a field report which may be in the form of an email or other written documentation. RSA as the project lead shall prepare any meeting notes during the construction process. As the construction nears completion, the architectural design team will review the project work completed and prepare a punch list for the project representative, the owner and the general contractor to utilize as a guide in completing the work. NDP will provide the architectural portions of the punch list. As the architect of record NDP will review the as-built documentation and manuals provided by the general contractor as part of the record documents and project closeout.

This proposal does not include value engineering, design revisions or modifications, or asbuilt drawing services provided by the architect.

NDP Architectural Services	Budgeted Fees
Project Meetings and Coordination*	\$ 80,000.00
Construction Administration	\$120,000.00

*client and construction team meetings and communication through the construction process

Budget for Reimbursable Expenses

Reproduction - Printing and delivery expenses not included in proposed design services costs. \$ 5,000.00

Total Proposed Architectural Services Budget \$205,000.00

Contractual Terms

This proposal letter is intended to be an exhibit to the existing design services agreement. This proposal agreement is valid for 90 days from the date listed at the top of this document.

Sincerely,

Proposal Accepted by:

Stephen R. Cuddy, AIA, LEED AP
 California License C12633
 Napa Design Partners LLP
 Managing Partner

Name:
 Title:
 Company:
 Date:

c.c. Millie Binz, Bookkeeper

ZFA STRUCTURAL ENGINEERS

1303 jefferson street | suite 400a | napa ca 94559 | 707.492.3452 | zfa.com

AGREEMENT

FOR PROFESSIONAL SERVICES

Jeremy Sill
RSA+
1515 Fourth Street
Napa, CA 94559
Email: JSill@RSACivil.com
Phone: 707.252.3301

Project Number: 22307.05
Project Name: NVWMA C&D Facility – CA Services
Location: American Canyon, CA

PROJECT DESCRIPTION:

Provide structural engineering services for bid assistance and construction administration services for a new Construction and Demolition waste materials processing facility at the Devlin Road Transfer Station (DRTS) in American Canyon. The facility will be operated under the management of the Napa-Vallejo Waste Management Authority (NVWMA) and designed to enable the DRTS to provide additional processing capability for the future and increase recovery of recyclable material in the amount of up to 100,000 tons per year.

SCOPE OF SERVICES:

Bid Assistance & Construction Administration (CA) including the following:

- Prepare responses to questions from prospective bidders regarding the structural aspects of the project, as well as clarifications for addenda to the bid documents.
- Once a contractor is chosen and the metal building supplier has provided pre-engineered metal building (PEMB) drawings and calculations, ZFA will remove the metal building plans, details notes and specifications relating to the PEMB, from construction documents as directed by the owner, and release an addendum set of drawings accordingly.
- Review the contractor's PEMB drawings and calculations for comparison to ZFA designed metal building drawings and design criteria and note any discrepancies or alterations. The review includes major steel framing element sizes and locations and column reactions to confirm design matches the approved design/drawings by ZFA.
- Attend a construction kick-off meeting to review and discuss the project schedule, structural inspection requirements, and team member expectations and attend up to (10) OAC meetings during the construction phase of the project.
- Provide on-site structural reviews at the site for foundation and slab-on-grade reinforcement as well as for wood framing, and shearwall/roof sheathing nailing and hardware installation.
- Review 3rd party special inspection reports and respond to any related questions and/or non-conforming work, as applies.
- Review and respond to contractor requests for information (RFI) as needed and as requested.
- Review structural submittals for general compliance with the construction documents including concrete mix designs, product submittals, etc. and shop drawings including reinforcing steel, and structural steel (pre-engineered metal building is not included).
- Provide clarifications for the structural design intent of the construction documents and work with the owner, architect, or contractor to facilitate construction while remaining within the intent and requirements of the design.
- Review contractor change order requests as needed for feedback on structural related scope of work.
- Provide field reports from on-site reviews of construction at stages noted above.

- Provide a final letter of general conformance can be provided if ZFA performs all on-site structural reviews for all required areas with follow-up site visits to confirm completion.
- Provide a final PDF markup "CA Set" of drawings indicating any RFI/SSK revisions made during the construction phase of the project for owner use/files.
- Review and response to MEP, fire suppression, and civil RFI's and RFC's related to structural issues and item.
- Provide review of owner supplied equipment slab and foundation design and details as they relate to incorporation onto the structural slab and foundations designed by ZFA.

SPECIAL CONDITIONS:

- Third party Special Inspections are expected for concrete, steel, and post-installed anchors and are typically contracted directly with the owner
- The steel building design will be replaced by the contractor's metal building supplier's design that includes engineering calculations, plans, and details for construction. ZFA does not act as the SEOR of metal buildings designed by others.

ENGINEERING FEE: \$65,000 – Estimated – Billed at Hourly Rates plus reimbursable expenses

Risk Allocation: In recognition of the relative risks and benefits of the project to both the Client and ZFA, the risks have been allocated so that the Client agrees that to the fullest extent permitted by law, ZFA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of **\$500,000** (see Terms and Conditions). Such causes include, but are not limited to, ZFA's negligence, errors, omissions, strict liability, and breach of contract or warranty.

Offered by:

ZFA STRUCTURAL ENGINEERS

Accepted by:

RSA+



Chris Jonas, SE 5246

Principal

Date: December 20, 2024

Signature: _____

Print Name: _____

Date: _____

The following detailed Terms and Conditions on the accompanying pages are hereby incorporated by reference in the entirety as an integral part of this Agreement. Client's acceptance of this Agreement includes full acceptance of all Terms and Conditions without condition or reservation.

ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS

1. **BILLINGS/PAYMENTS**

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

2. **REIMBURSABLE EXPENSES**

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 10 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

3. **SUSPENSION OF ENGINEERING SERVICES**

If the Client fails to make payments when due or otherwise is in breach of *this Agreement or any other Agreements* Client has made with ZFA Structural Engineers, ZFA may suspend performance of *all* services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing the obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

4. **INDEMNIFICATION**

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA.

5. **STATUTE OF LIMITATIONS**

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

6. **TERMINATION**

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

7. **EXPIRATION**

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

8. **ACCESS TO SITE**

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

9. **HIDDEN CONDITIONS**

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

10. **CONSTRUCTION MEANS & METHODS**

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. **OTHER PROVISIONS**

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client.

One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. **OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES**

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers.

BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files." Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. **VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. **DISPUTE RESOLUTION**

At the discretion of ZFA Structural Engineers, all claims, counterclaims, disputes or other matters in question between the parties hereto arising out of or in relation to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

15. **ENTIRE AGREEMENT**

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. **CONTINGENT GUARANTEE**

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **BILLING RATES**

Executive Principal	\$255.00 per hour	Engineer	\$140.00 per hour
Principal	\$225.00 per hour	Designer	\$125.00 per hour
Associate Principal	\$200.00 per hour	BIM Project Manager	\$145.00 per hour
Senior Associate	\$185.00 per hour	Senior BIM	\$135.00 per hour
Associate	\$175.00 per hour	BIM Technician	\$115.00 per hour
Senior Engineer	\$155.00 per hour	Engineering Support	\$80.00 per hour

ADDITIONAL SERVICES AGREEMENT (ASA)

Project #: 20220488
Date: 10/23/24

ASA #: 02

Project: Napa County C&D Facility
Owner: Napa Design Partners
To: Stephen Cuddy

Please sign this ASA authorizing us to proceed with work as described below upon terms as set forth herein and in supplement to our Contract dated: August 23, 2022.

Contract Sum plus previous ASAs:	\$ 224,815
Amount of ASA 02:	\$ 50,500
Total contract to date with this ASA:	\$ 275,315

DESCRIPTION OF WORK COVERED BY THIS ADDITIONAL SERVICE:

CONSTRUCTION SUPPORT SERVICES:

- Review of Contractor submittals and RFI's.
- Respond to Contractor questions during construction.
- Prepare sketches as necessary
- Perform up to two (2) site visits during the construction phase and provide site visit report/punch list.

EXCLUSIONS:

- Self-certification
- Self-inspections
- As-Built's
- Contractor requested meetings (can be provided upon approval)

NET ADDITIONAL SERVICE: <<ADD/DELETE>> \$ 50,500

Date Approved: _____

Date Approved: 10/23/24

By: _____

By:  _____

Owner/Architect

COLEBREIT ENGINEERING
John E Kohler, P.E. Managing Principal