



NORCAL CONSTRUCTION INDUSTRY COMPLIANCE



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JOINT LABOR MANAGEMENT COOPERATION COMMITTEE

June 16, 2025

Chris Celsi
Executive Director
Napa-Vallejo Waste Management Authority
1195 Third Street, Room B-10
Napa, CA 94559

Email: Chris.Celsi@countyofnapa.org

Re: Construction & Demolition Facility Napa-Vallejo Waste Management Authority Project No. 17810

This bid advisory is submitted by NorCal Construction Industry Compliance (“NCIC”), a joint labor-management organization formed pursuant to the Labor Management Cooperation Act of 1978 (29 U.S.C. § 175a). NCIC is committed to ensuring a level playing field for contractors and workers by promoting equitable contracting and ensuring compliance with all applicable state and federal labor laws governing the construction industry.

INTRODUCTION

NCIC monitors local construction projects to help ensure that fair and open competitive bidding practices are utilized and that taxpayers get the best value for their tax dollars. This is important because the policies underlying our State's competitive bidding laws not only foster fairness among bidders but also protects the public trust.

Fair competitive bidding acts as a “guard against favoritism, improvidence, extravagance, fraud, and corruption; to prevent the waste of public funds; and to obtain the best result for the public.”¹ “Competitive bidding laws are passed for the benefit and protection of the taxpaying public, not for the benefit and enrichment of bidders.”² Proper enforcement of these laws results in more responsible contractors bidding and performing public works jobs, reduces instances of health and safety problems, promotes the timely completion of the contracted work, and helps to ensure the final product is of the highest quality and value for the taxpayer dollar.

Napa-Vallejo Waste Management Authority (“NVWMA”) first opened bids for the **Construction & Demolition Facility Napa-Vallejo Waste Management Authority Project No. 17810** (“Project”) on June 3, 2025. Midstate Construction Corporation (“Midstate”) is the apparent lowest bidder on the Project. NCIC has concerns about the bid submitted by Midstate and its safety record on prior projects, which are set forth in detail below.

¹ *M & B Const. v. Yuba County Water Agency* (1999) 68 Cal.App.4th 1353, 1360; *see also Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 170-171.

² *Id.*

In considering whether to accept Midstate's bid, NCIC urges MVWMA to conduct a factual inquiry to determine whether Midstate qualifies as a "responsive" and "responsible" bidder as required by law. As explained below, NCIC believes that Midstate's bid is not responsive. Apparently, Midstate did not include signature pages of the Addendum on their bid packet as required by Addendum 8. NCIC further believes that Midstate may not be a responsible bidder given its recent history of California Occupational Safety and Health Administration (CalOSHA) violations while performing work on prior projects.

DISCUSSION

"A basic rule of competitive bidding is that bids must conform to specifications and that if a bid does not so conform, it may not be accepted."³ Failure to satisfy all bid specifications renders a bid non-responsive as a matter of law. Such a non-responsive bid **must** be rejected.

- 1. MIDSTATE may be Non-Responsive because it may not have included signed signature pages of all of the Addendums as required by Addendum 8 and further by not doing so Midstate may not have satisfied a requirement set forth in the Specifications Book.**

Addendum No. 8 states:

"All addendum signature pages must be signed and submitted with the bids."

Further, the Specifications Book under the Special Provisions, Section "A" General Conditions contained the following:

"20. MISCELLANEOUS PROVISIONS (E) Addenda. Any addenda or notices issued during the time of bidding and forming a part of the documents provided to the Bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract. The Bidder shall acknowledge receipt of addenda in the space provided in the Proposal."

It appears that Midstate may not include the signature pages of the addendums with their bid packet.

- 2. MIDSTATE may not be a Responsible Bidder as Required by the Public Contract Code**

In addition to requiring that the bids submitted be responsive, the Public Contract Code also requires the bidder to be responsible.⁴ The Public Contract Code defines a responsible bidder as a "bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."⁵

³ *Konica Bus. Machines U.S.A. Inc. v. Regents of Univ. of California* (1988) 206 Cal.App.3d 449, 454

⁴ Public Contract Code §22032.

⁵ Public Contract Code § 1103.

Midstate may be nonresponsible due to its potential disregard of the California Occupational Safety and Health Administration's (OSHA) workplace regulations and standards. As a result of these OSHA violations and other potential negligent unsafe practices, Midstate's workers have been subject to unsafe conditions on their worksites over the past four years. Midstate has the following documented safety and health violations with OSHA:

Inspection number	Date	Penalty	Description
1782899.015	1/21/2025	\$650	Fire extinguisher not charged and/or available for use
1803267.015	1/17/2025	N/A	Information not available
1771825.015	1/17/2025	N/A	Heat related (Case Status Closed)
1759681.015	11/22/2024	N/A	Heat related (Case Status Closed)
1700279.015	08/27/2023	N/A	Information not available
1675291.015	06/06/2023	N/A	Information not available
1596963.015 (SERIOUS)	10/14/2022	\$8,010 (3 Violations)	Railings shall be provided along all for elevations 7 1/2 feet or more; Impalement protection shall be provided on protruding steel; scrap lumber with protruding nails shall be kept reasonably cleared from work areas
1578965.015 (SERIOUS)	1/04/2022	\$4,351	Employees were exposed to falls of 6ft or more while conducting roofing activities without fall protection
1588626.015	06/06/2023	N/A	Information not available
1582958.015	06/06/2023	N/A	Information not available
1532864.015 (SERIOUS)	11/23/2021	\$16,075 (5 Violations)	An employee shall be secured to the aerial device through the use of a safety strap or lanyard. Employees must be protected from fall hazards when performing framing activities for residential and light commercial buildings

CONCLUSION

Adequately investigating issues of non-responsiveness and non-responsibility goes to the heart of MVWMA's fiduciary responsibility to taxpayers. In light of the issues described above, NCIC respectfully requests that MVWMA exercise its fiduciary responsibility by rejecting Midstate's bid. MVWMA should investigate the bid it received by Midstate to ensure its conformance with the bid requirements. In addition, MVWMA should investigate Midstate's recent OSHA violations to determine whether they should be considered a "responsible" bidder.

If MVWMA finds that Midstate's bid is non-responsive or not a responsible bidder, then MVWMA must either award the Project to the next responsive & responsible bidder, BHM Construction, Inc. or reject all bids and commence a new round of bidding for the Project.

Please respond to this bid advisory by **June 25, 2025**, indicating what steps MVWMA will take to fulfill its fiduciary responsibility and ensure compliance with state competitive bidding laws. We look forward to your response.

Thank you for your time and consideration of this critical matter.

Sincerely,



David Cimmet
Compliance Agent

cc:

Joelle Gallagher,	District 1	Joelle.Gallagher@countyofnapa.org
Liz Alessio,	District 2	liz.alessio@countyofnapa.org
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Abigail Flores,	District 4 Aide	abigail.flores@countyofnapa.org
Melissa Moize,	District 6 Aide	Melissa.Moize@CountyofNapa.org

Attachments:

1. Midstate's Bid Packet
2. Addendum 8 (Page 1)
3. Addendum 1-9 Signature pages
4. Specifications Book under the Special Provisions, Section "A" General Conditions 20(E)
5. Midstate OSHA Violations Inspection Details from OSHA Website

MIDSTATE'S BID PACKET

PROPOSAL FORM
(MAY BE DETACHED AND SUBMITTED ALONE)

**TO THE EXECUTIVE DIRECTOR OF
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
OF NAPA COUNTY, CALIFORNIA**

FOR:

**Construction & Demolition Facility
Napa-Vallejo Waste Management Authority
Project No. 17810**

NAME OF BIDDER Midstate Construction Corporation

BUSINESS ADDRESS 1180 Holm Road, Petaluma, CA 94954

CONTACT PERSON Roger Nelson

BIDDER E-MAIL ADDRESS bidroom@midstateconstruction.com

BIDDER PHONE CONTACT 707-762-3200

CONTRACTOR LICENSE NUMBER 089455

DIR REGISTRATION NUMBER 1000000595

Location: The work to be done and referred to herein is in City of American Canyon, Napa County, State of California, more particularly described as follows:

**Construction & Demolition Facility
Napa-Vallejo Waste Management Authority
Devlin Road, City of American Canyon**

The undersigned, as contractor, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; has visited the location of the proposed work and has examined and familiarized themselves with the existing conditions relating to the construction which will be performed, the proposed form of contract, the Plans, Special Provisions and Standard Specifications; and they propose, and agree if this proposal is accepted, that they will contract with Napa-Vallejo Waste Management Authority in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of payment therefore the following item prices to wit:

**Construction & Demolition Facility
Napa-Vallejo Waste Management Authority
Project No. 17810
Bid Schedule A**

Base Bid for Facility Buildings: (Metal Building, Administration Building, PV Solar-Design Build, Foundation, Fall Protection, Trash Enclosure, etc.).....	\$ <u>23,618,000</u>
Base Bid for all Site Work: (Grading, Pavements, Exterior Utilities, Fire Hydrants, Joint Trench etc.).....	\$ <u>3,300,000</u>
Base Bid for Site Landscaping.....	\$ <u>234,000</u>
Base Bid for Electrical.....	\$ <u>2,650,000</u>
Base Bid for Mechanical.....	\$ <u>631,000</u>
Base Bid for Plumbing.....	\$ <u>600,000</u>
Base Bid for Fire Protection.....	\$ <u>800,000</u>
TOTAL BASE BID \$ <u>31,833,000</u>	

TOTAL BASE BID WRITTEN BELOW

Thirty One Million Eight Hundred thirty Three
Thousand & 00 / 100 DOLLARS

**Construction & Demolition Facility
Napa-Vallejo Waste Management Authority
Project No. 17810
Bid Schedule B**

Item No.	Item Description	Units	Qty	Item Price	Total
1	Mobilization and Demobilization	LS	1		
2	Division 1 – Traffic Control	LS	1		
3	Division 1 – Field Staking/ Layout	LS	1		
4	Division 3 – Concrete Forming	LS	1		
5	Division 3 – Concrete Reinforcing	LS	1		
6	Division 3 – Cast in Place Concrete	LS	1		
7	Division 5 – Structural Steel Framing	LS	1		
8	Division 5 – Steel Stud Framing	LS	1		
9	Division 6 – Rough Carpentry	LS	1		
10	Division 6 – Architectural Woodwork	LS	1		
11	Division 6 – Casework & Countertops	LS	1		
12	Division 7 – Metal (Light Gauge) Framing	LS	1		
13	Division 7 – Insulation	LS	1		
14	Division 7 – Metal Roof and Siding	LS	1		
15	Division 7 – Metal Roof Canopy	LS	1		
16	Division 7 – Sheet Metal Gutter and DS	LS	1		
17	Division 7 – Waterproofing	LS	1		
18	Division 7 – Joint Sealants	LS	1		
19	Division 8 – Windows	LS	1		
20	Division 8 – Doors	LS	1		
21	Division 9 – Acoustical Tile Ceilings	LS	1		
22	Division 9 – Gypsum Wallboard	LS	1		
23	Division 9 – Acoustic Treatment	LS	1		
24	Division 9 – Painting and Coating	LS	1		
25	Division 9 - Wall Coverings	LS	1		
26	Division 9 - FRP	LS	1		
27	Division 9 – Tile, Solid Surfacing	LS	1		
28	Division 9 – Flooring	LS	1		

29	Division 10 – Toilet Partitions	LS	1		
30	Division 10 – Lockers	LS	1		
31	Division 10 – Accessories	LS	1		
32	Division 13 – Pre-Engineered Metal Building	LS	1		
33	Division 21 – Fire Suppression, Including Fire Riser	LS	1		
34	Division 22 – Plumbing Rough	LS	1		
35	Division 22 – Plumbing Finish	LS	1		
36	Division 23 – Ventilation	LS	1		
37	Division 23 – HVAC	LS	1		
38	Division 26 – Lighting	LS	1		
39	Division 26 – Electrical, including Parking Lot Light Concrete Bases	LS	1		
40	Division 28 – Electronic Safety + Security	LS	1		
41	Division 31 – Demolition and Site Clearing	LS	1		
42	Division 31 – Ballast Rock Removal	YDS	390		
43	Division 31 – Select Fill	YDS	18,505		
44	Division 31 – Site Stripping, Clearing and Grubbing	YDS	4,400		
45	Division 31 – Overexcavation and Recompaction	YDS	23,030		
46	Division 31 – General Earthworks	YDS	9,930		
47	Division 31 – Excavated or Overexcavated Material Placed Adjacent to Bioretention Basin (Nominal Bid Item)	YDS	500		
48	Division 31 – Bioretention Soil Mixture	YDS	710		
49	Division 31 – Bioretention Class 2 Permeable Material	YDS	480		
50	Division 31 – Erosion Control	LS	1		
51	Division 32 – On-Site AC Pavement including New Pavement on Devlin Road Transfer Station	TON	3,322		
52	Division 32 – Aggregate Base	YDS	8,420		
53	Division 32 – Pavement Gravel Edge Protection	SF	4,600		
54	Division 32 – Concrete Deepened Curb	LF	1,268		
55	Division 32 – 6" Reinforced Concrete Paving	SF	80,079		
56	Division 32 – 4" Class A Concrete Walkway, including ADA Ramps, Transformer, Switchgear Pad and Vortex Filter Foundation Pad	SF	2,725		
57	Division 32 – 6" Crushed Rock for generator area	SF	1,511		

58	Division 32 – 2" AC Grind and Overlay on North Facility pavement, including Devlin Road repaving	TON	222		
59	Division 32 – Remove and Replace Existing Drainage Inlet Top Frame and Grate	EA	3		
60	Division 32 – Striping, Standard Parking Stall	LS	1		
61	Division 32 – Striping, Accessible Stall & ADA Access	LS	1		
62	Division 32 – Striping, Fire Lane	LS	1		
63	Division 32 – Signage, Accessible Stall, including EV Charging Signs where applicable	EA	4		
64	Division 32 – Signage, Fire Access Route	EA	4		
65	Division 32 – Parking Stall Wheel Stops	EA	32		
66	Division 32 – ADA Truncated Domes	SF	74		
67	Division 32 – Exterior removable and non-removable 6" Bollards	EA	44		
68	Division 32 – Galvanized Chain Link Fence	LF	1,100		
69	Division 32 – Gates	LS	1		
70	Division 32 – Planting Irrigation	SF	41,712		
71	Division 32 – Planting	SF	41,712		
72	Division 32 – Hydroseed	SF	30,582		
73	Division 33 – Emergency Generator and Future Battery Conduit Trench	LF	140		
74	Division 33 – Fire Water Line, 6"	LF	115		
75	Division 33 – Fire Water Line, 8"	LF	1792		
76	Division 33 – Fire Water Line, 10"	LF	248		
77	Division 33 – Reduced Pressure Detector Assembly, 10"	EA	1		
78	Division 33 – Fire Hydrant Assembly including valve, anodes and riser	EA	4		
79	Division 33 – PIV/FDC Assembly	EA	1		
80	Division 33 – Domestic Water, 2" PVC Pipe, including trenching & backfill	LF	46		
81	Division 33 – Domestic Water, 2.5" PVC Pipe, including trenching & backfill	LF	70		
82	Division 33 – Domestic Water, Reduced Pressure Backflow Preventer, Security Enclosure & Concrete Pad	EA	1		
83	Division 33 – Domestic Water, Water Meter Christy Box	EA	1		
84	Division 33 – Recycled Water, 2" PVC Pipe, including trenching & backfill	LF	140		
85	Division 33 – Recycled Water, Reduced Pressure Backflow Preventer, Security Enclosure & Concrete Pad	EA	2		
86	Division 33 – Recycled Water, Water Meter Christy Box	EA	2		

87	Division 33 – Sewer, 4" PVC Pipe, including trenching and backfill	LF	326		
88	Division 33 – Sewer Cleanouts	EA	6		
89	Division 33 – Sewer Point of Connection at manhole	LS	1		
90	Division 33 – Private Fiber Optic Conduit Run, including trenching & backfill	LF	347		
91	Division 33 – Storm Drainage, 4" Perforated PVC Back of Wall Drain, including trenching and backfill	LF	392		
92	Division 33 – Storm Drainage, Solid 4" PVC Back of Wall Drain Connection, including trenching and backfill	LF	368		
93	Division 33 – 4" Perforated PVC Under Slab Drain, including trenching and backfill	LF	16,891		
94	Division 33 – Storm Drainage, 6" HDPE, including trenching and backfill	LF	343		
95	Division 33 – Storm Drainage, 8" HDPE, including trenching and backfill	LF	703		
96	Division 33 – Storm Drainage, 10" HDPE, including trenching and backfill	LF	155		
97	Division 33 – Storm Drainage, 12" HDPE, including trenching and backfill	LF	303		
98	Division 33 – Storm Drainage, 18" HDPE, including trenching and backfill	LF	767		
99	Division 33 – Storm Drainage, Precast Concrete Drainage Inlet 18"x18"	EA	2		
100	Division 33 – Storm Drainage, Precast Concrete Drainage Inlet 24"x24"	EA	2		
101	Division 33 – Storm Drainage, Precast Concrete Drainage Inlet 36"x36"	EA	2		
102	Division 33 – Storm Drainage, Precast Concrete Drainage Inlet 48"x48"	EA	2		
103	Division 33 – Storm Drainage, Rock Outfall	EA	20		
104	Division 33 – Storm Drainage, Pipe Flap Gate 4"	EA	7		
105	Division 33 – Storm Drainage, Pipe Flap Gate 8"	EA	7		
106	Division 33 – Storm Drainage, Pipe Flap Gate 10"	EA	4		
107	Division 33 – Storm Drainage, Bioretention/Basin Overflow Weir/Armormax Apron	LS	1		
108	Division 33 – Storm Drainage, run-on Armormax Apron	LS	1		
109	Division 33 – Storm Drainage, Storm Drain Cleanouts, including Christy box	EA	13		
110	Division 33 – Storm Drainage, Downspout Connection Fittings	EA	26		
111	Division 33 – Storm Drainage, Flared end section, HDPE	EA	12		
112	Division 33 – Storm Drainage, ACO Slot Drain 12"	LF	287		
113	Division 33 – Storm Drainage, 4-foot concrete valley gutter	LF	440		
114	Division 33 – 4" Conduit, PVC	FT	130		
115	Division 33 – 4" Iron End Cap for Post	EA	6		

116	Division 33 – Transformer Pad 106" x 90"	EA	1		
117	Division 33 – Removable Post 4" Steel, 80"	EA	3		
118	Division 33 – Fixed Post, 4" Steel, 80"	EA	3		
119	Division 33 – 5/8" Ground Rod	EA	2		
120	Division 33 – 4" Swedge Coupling	EA	1		
121	Division 33 – 4" Bend, 45d, 60" Radius	EA	1		
122	Division 33 – 4" Bend, 90d, 36" Radius	EA	2		
123	Division 33 – 4" End Bell	EA	1		
124	Division 33 – 4" Cap Plug	EA	2		
125	Division 33 – Colored Reflecting Tape	EA	6		
126	Division 48 – Electrical Power Generation	LS	1		
127	Fire Rover, Including Bollards	EA	1		
128	Division 33 – Storm Drainage, Bioretention 6" Perforated PVC	LF	1,688		
129	Division 33 – Storm Drainage, Bioretention 8" PVC	LF	38		
130	Division 33 – Storm Drainage, Bioretention 6" Clean Out	EA	20		
131	Division 33 – Storm Drainage, Bioretention 8" Clean Out	EA	2		
132	Division 33 – Storm Drainage, Bioretention Rock Apron	EA	1		
133	Division 32 – 6" Concrete Curb, including flush curb	LF	524		
134	Division 32 – Signage for EV Parking Stalls	EA	2		
135	Division 14 – Elevator	EA	1		
136	Metal Bike Rack Excluding Concrete Slab	EA	2		
137	Landscape Boulders	EA	2		
138	Division 33 – Joint Trench, Trenching and Backfill	LF	271		
139	Division 31 – 4" Thick Crushed Rock for Admin Building Slab-on-Grade	SF	4,960		
140	Division 11 – Interior Appliances	LS	1		
141	Division 27 – Communications	LS	1		
142	Division 31 – Imported Fill for General Earthworks (Nominal Bid Item)	TON	1,000		
TOTAL BASE BID>\$					
TOTAL BASE BID: (Written Number): _____					
					/100 DOLLARS

Award will be made to the lowest, responsive and responsible bidder. The lowest bidder shall be determined based on the lowest TOTAL BASE BID listed on the Bid Schedule Items Sheet.

*Authorized Signature 

Name (please print) Roger Nelson

Title President

*Authorized Signature 

Name (please print) Patrick Draeger

Title Secretary

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

INSTRUCTIONS TO BIDDERS

The Bid and Determining Low Bidder.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Base Bid on **Bid Schedule A**.

The contractor shall set forth for each item of work, in clearly legible figures, a base bid for its respective spaces provided for this purpose.

In case of a discrepancy between the Total Base Bid and the calculated total of the amounts in the "Total" column for each line item determined after using the above procedures for resolving the discrepancies, the calculated total of the amounts set forth in the "Total" column for shall become the Total Base Bid and shall be used for comparison purposes in determining the lowest bid.

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

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

Following the bid opening, the lowest three apparent bidders **must** submit the "Bid Schedule B" within 48 hours of the bid opening. If the Bid Schedule B is not received within 48 hours, NVWMA reserves the right to reject the bid.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two (2) bonds in the sums to be determined as aforesaid, with surety satisfactory to the Executive Director of The Napa-Vallejo Waste Management Authority within eight (8) days, not including Saturdays, Sundays and legal holidays, after the contractor has received notice from the Executive Director that the contract has been awarded to them, the Executive Director may, at its option, determine that the contractor has

abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of The Authority.

Form of Bid.

- (1) To receive consideration, bids shall be made on the forms and in the manner set forth in the Notice to Contractors.
- (2) Bids received after the date and time advertised for opening will be considered non-responsive and will be rejected.
- (3) Each bid must be completed in ink, typewritten or computer generated, and all changes and/or erasures must be initialed in ink. Each bid must be signed in ink by an authorized representative of the firm.
- (4) Contractors shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

The Bid Schedule B.

The contractor shall set forth for each item of work, in clearly legible figures, as item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid of the estimated quantity for the item.

In case of a discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- 1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- 2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

In case of a discrepancy between the Total Base Bid and the calculated total of the amounts in the "Total" column for each line item determined after using the above procedures for resolving the discrepancies, the calculated total of the amounts set forth in the "Total" column for shall become the Total Base Bid and shall be used for comparison purposes in determining the lowest bid.

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

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

Taxes. Bid prices shall include all applicable federal, state, and local taxes.

Receipt of Bids. All bids must be received sealed in an envelope prior to the time specified in the Notice to Contractors or as amended expressly by an addendum. Late bids will not be opened and will not be considered under any circumstances.

Postponement of Opening. The Authority reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in the Notice to Contractors.

Rejection of Bids or Proposals. The Authority reserves the right to reject any bids or proposals which are incomplete, obscure, or irregular, any bids or proposals which omit a bid on any one or more items for which bids are required; any bids or proposals which omit unit prices if unit prices are required; any bids or proposals in which unit prices are unbalanced in the opinion of the Authority; any bids or proposals accompanied by insufficient or irregular proposal guaranty; and any bids or proposals from contractors who have previously failed to perform properly or to complete contracts of any nature on time.

Relief of Bidders. Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement in Section 5103 that if a bidder claims a mistake was made in its bid, the bidder shall give the Authority written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

Bid Protest Procedures. Any bid protest must be in writing and received by the Authority at 1195 Third Street, Room B-10, Napa, CA before 5:00 p.m. no later than the seventh calendar day after the date of the bid opening (the "Bid Protest Deadline"). If the seventh calendar day falls on a weekend or County holiday, the deadline to submit a protest shall be extended to 5:00 p.m. on the first business day following such weekend or holiday.

- (1) Only a contractor who submitted a bid is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A contractor may not rely on the bid protest submitted by another contractor, but must timely pursue its own protest.
- (2) The protest must be identified as a "bid protest" in the subject line or title of the document and shall clearly state all legal and factual grounds claimed for the protest. Any grounds not raised in the written protest are deemed waived by the contractor.
- (3) The contractor filing the protest shall concurrently transmit a copy of the protest and all supporting documents by fax or by e-mail, by or before the Bid Protest Deadline, to the protested contractor and any other contractor who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- (4) The protested contractor may submit a written response to the protest, provided the response is received by the Authority before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested contractor if different from the protested contractor.
- (5) The Authority will not award the contract being protested until after the Executive Director issues a written decision on the protest, unless the Executive Director makes a written determination that the award of the contract without further delay is necessary to protect public

health, safety, or welfare. The Executive Director's written decision on the protest shall be final and exhaust the protestor's administrative remedies.

(6) The procedure and time limits set forth in this section are mandatory and are the contractor's sole and exclusive remedy in the event of bid protest. The contractor's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings. The submission of a protest shall not preclude the Authority from rejecting all bids or proposals and re-advertising or canceling the contract. Rejecting all bids or proposals shall render a protest moot and terminate all protest proceedings.

It is the intention of the Authority to award a contract, if at all, to the lowest bidder who demonstrates the attributes of trustworthiness, as well as quality, fitness (including financial qualifications), capacity and experience to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine responsibility, the Authority will weigh any evidence that the contractor has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. The Authority shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.

///

NONCOLLUSION DECLARATION TO BE EXECUTED
BY CONTRACTOR AND SUBMITTED WITH BID

"I, Roger Nelson, hereby declare as follows: that he or she is
President of Midstate Construction Corporation the party
making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive
or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put
in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any
contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding, that the contractor
has not in any manner, directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the bid price of the contractor or any other contractor, or to fix any overhead, profit, or cost
element of the bid price, or of that of any other contractor, or to secure any advantage against the public
body awarding contract of anyone interested in the proposed contract; that all statements contained in the
bid are true; and, further, that the contractor has not, directly or indirectly, submitted his or her bid price
or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,
and will not pay, any fee to any corporation, partnership, company association, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham bid."

I certify and declare under penalty of perjury that the foregoing is true and correct.

Executed on June 3, 2025 at Petaluma, CA
(DATE) (PLACE)



SIGNATURE

Accompanying this proposal in an amount equal to at least ten percent (10%) of the total bid is a:

☐ Cashier's Check

☐ Certified Check

☒ Bidders Bond

[Note: A personal check is not an acceptable form of security]

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

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

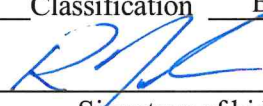
Midstate Construction Corporation

Roger Nelson, President - Patrick Draeger, Secretary

Monica Morgenlaender - Treasurer - Wesley E. Barry II, Manager

Licensed in accordance with an act providing for the registration of Contractors.

License No. 089455 Expiration Date 07/31/2025 Classification B



Signature of bidder

NOTE; if bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officer authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Authority prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address 1180 Holm Road, Petaluma, CA 94954

Place of Residence Petaluma, CA

Dated June 3, 2025 Phone 707-762-3200

Email bidroom@midstateconstruction.com

SITE VISIT AFFIDAVIT

TO BE EXECUTED BY CONTRACTOR, NOTARIZED AND SUBMITTED WITH BID

(To Accompany Bid)

State of California)
) ss.
County of Napa)

Roger Nelson, being first duly sworn, deposes and says that he or she is

President, of Midstate Construction Corporation
(title of representative) (Contractor's name)

the party making the foregoing bid, has visited the Site of Work as described in the Contract and has examined and familiarized him or herself with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submission of a bid shall be considered an acknowledgement on the part of the bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress, or performance of the Work.



Signature

Midstate Construction Corporation

Name of Contractor

President

Title

June 3, 2025

Date

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

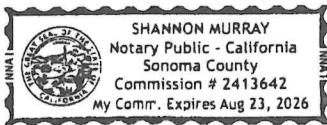
State of California

County of Sonoma }On June 3, 2025 before me, Shannon Murray, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Roger Nelson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shannon Murray
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Site Visit AffidavitDocument Date: 6-3-25 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Roger Nelson☒ Corporate Officer – Title(s): President☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addendums which are attached to the proposal:

Addendum No.	<u>1</u>	Date	<u>November 4, 2024</u>
Addendum No.	<u>2</u>	Date	<u>November 5, 2024</u>
Addendum No.	<u>3</u>	Date	<u>November 13, 2024</u>
Addendum No.	<u>4</u>	Date	<u>November 22, 2024</u>
Addendum No.	<u>5</u>	Date	<u>December 11, 2024</u>
Addendum No.	<u>6</u>	Date	<u>December 20, 2024</u>
Addendum No.	<u>7</u>	Date	<u>April 8, 2025</u>
Addendum No.	<u>8</u>	Date	<u>May 2, 2025</u>
Addendum No.	<u>9</u>	Date	<u>May 29, 2025</u>
Addendum No.	<u> </u>	Date	<u> </u>

EARTHWORKS ACKNOWLEDGEMENT

Bidder confirms that they have carried out their own earthworks calculations and determined that the earthwork balance is (select one and show volume in Cubic Yards):

1. Shortfall
2. Balanced
3. Excess 6,000

LIST OF SUBCONTRACTORS

Pursuant to Section 4100 to 4113 of the Public Contract Code, Section 5-1.13 of the Standard Specifications, each bidder shall complete and submit this form with his bid in accordance with the following instructions.

1. For each subcontract item to be performed by a subcontractor, the following shall be indicated herein: the name of the subcontractor, the portion of work to be performed, each subcontractors license number, and the location of the place of business.
2. Only one subcontractor shall be listed for each craft unless there is an alternate bid in which case a different subcontractor, when so designated, may be listed for the alternate work.
3. **All fields must be completed as specified or the bid proposal may be rejected as non-responsive.**

Name of Subcontractor	Portion of Contract (i.e. Electrical, Striping, Roofing, etc.)	Subcontractor License Number	DIR Registration Number ¹	Dollar Amount of Work to Be Performed	Location of Business (City and State)
	Joint Trench PN				
Benchmark Engineering	Grading, Paving, Utilities	957791	1000031718	2,867,515	Napa, CA
Marina Landscape	Landscape & Irrigation	492862	1000000079	236,168	Orange, CA
	Fencing PN				
Webeor Craft	Concrete Building	1061563	1000553413	3,405,433	Alameda, CA
RE Maher	Site Concrete	514236	1000003201	1,141,726	American Canyon, CA
Associated Rebar	Reinforcing Steel Site	574321	1000007289	169,623	Redlands, CA

¹All general contractors and subcontractors must be registered with DIR in conformance with Labor Code Section 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the Authority, in its sole discretion, may find the failure to do so intentional and find the bid non-responsive. DIR registration number lookup is available online at <https://www.dir.ca.gov/public-works/contractors.html>

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Wyatt Studios	Structural & Misc. Steel RN	999486	1000509952	193,710	Novato, CA
JB Steel	Metal Building Systems	1101436	1001030638	7,706,176	Medford, OR
ArtCad Builders	Rough Carpentry	1014454	1001031997	488,935	Modesto, CA
CMA Enterprises dba North Bay Drywall	Drywall & Metal Studs	1035251	1000054143	255,000	Cotati, CA
	Roofing RN				
	Windows RN				

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3. **All fields must be completed as specified or the bid proposal may be rejected as non-responsive.**

Name of Subcontractor	Portion of Contract (i.e. Electrical, Striping, Roofing, etc.)	Subcontractor License Number	DIR Registration Number ¹	Dollar Amount of Work to Be Performed	Location of Business (City and State)
	Storefront				
46 KONE	Electric Traction Elevator	179166	1000003816	297,000	Moline, IL
48 99 North Construction and Plumbing	Plumbing	1044733	1000862728	596,844	Concord, CA
49 Everon LLC	Fire Sprinklers	1065604	1000586138	799,637	Boca Raton, FL
50 Top Notch Mechanical	H.V.A.C.	972009	10000173371	631,000	Sacramento, CA
52 Capitol Valley Electric	Electrical	1085507	1000855022	2,650,000	Sacramento, CA

¹All general contractors and subcontractors must be registered with DIR in conformance with Labor Code Section 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the Authority, in its sole discretion, may find the failure to do so intentional and find the bid non-responsive. DIR registration number lookup is available online at <https://www.dir.ca.gov/public-works/contractors.html>

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3. **All fields must be completed as specified or the bid proposal may be rejected as non-responsive.**

Name of Subcontractor	Portion of Contract (i.e. Electrical, Striping, Roofing, etc.)	Subcontractor License Number	DIR Registration Number ¹	Dollar Amount of Work to Be Performed	Location of Business (City and State)
Capitol Valley Electric	Energy Electrical Power Generation System	1085507	1000855022	495,000	Sacramento, CA
Platinum Insulation	exterior wall joint expansion seals	984046	1000016526	167,978	Lathrop, CA

¹All general contractors and subcontractors must be registered with DIR in conformance with Labor Code Section 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the Authority, in its sole discretion, may find the failure to do so intentional and find the bid non-responsive. DIR registration number lookup is available online at <https://www.dir.ca.gov/public-works/contractors.html>

BID BOND

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS,

That we Midstate Construction Corporation
_____ as PRINCIPAL, and

Nationwide Mutual Insurance Company as SURETY,
are held and firmly bound unto NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY,
hereinafter called the Authority, in the penal sum of TEN PERCENT (10%) OF THE TOTAL
AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the
Authority, for the work described below, for the payment of which sum in lawful money of the
United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS the Principal has
submitted the above-mentioned bid to the Authority for the project in Napa County, in accordance
with the Specifications entitled **Construction & Demolition Facility Napa-Vallejo Waste
Management Authority, Project No. 17810**, and the Standard Specifications of the State of
California, Department of Transportation, dated 2023.

NOW THEREFORE, if the aforesaid Principal is awarded the contract and within the time and
manner required in the Specifications, enters into a written contract in the prescribed form bound
with said Specifications, in accordance with its bid, furnishes the required certificates of insurance,
and furnishes the required Performance Bond and Payment Bonds, then this obligation shall be
null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Authority and judgment is recovered, the surety
shall pay all cost incurred by the Authority in such suit, including a reasonable attorney's fee to be
fixed by the court.

SEALED with our seals and dated this 27th day of May, 2025.

Midstate Construction Corporation

Principal (contractor):

By:

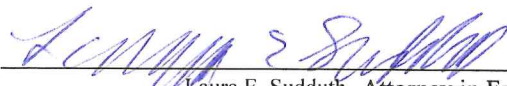

Roger Nelson, President

By: _____

Nationwide Mutual Insurance Company

Surety:

By:


Laura E. Sudduth, Attorney in Fact

Signatures for Principal and Surety must be acknowledged before a Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AMANDA R TURMAN-AVINA; BARBARA NORTON; CRISTINA NINO; GICELLE PAJON;
JENNIE GOONIE; JESSICA RICHMOND; KATIE CANALES; LAURA E SUDDUTH; MADISON DIAZ;
MARIO ARZAMENDI; MARY ANN GARCIA; MISTY WITT; STEPHANIE GROSS; TEUTA LURI;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

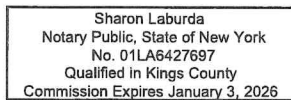


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of May, 2025.



Assistant Secretary

State of Texas } ss:
County of Harris }

On May 27, 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Laura E. Sundath
known to me to be Attorney-in-Fact of Nationwide Mutual Insurance Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

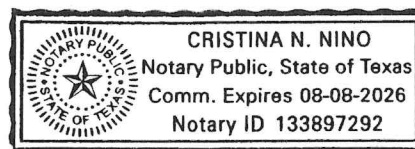
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 8, 2026

Cristina N. Nino

Cristina N. Nino

Notary Public



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

On June 3, 2025 before me, Shannon Murray, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Roger Nelson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Shannon Murray
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 5-27-25 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Roger Nelson

☒ Corporate Officer – Title(s): President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ADDENDUM 8
PAGE 1



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

Addendum No. 8

Date: May 2, 2025
To: Prospective Bidders
From: Christopher Celsi, Executive Director
Subject: Construction & Demolition Facility Napa-Vallejo Waste Management Authority
Project No. 17810

This Addendum forms a part of the Bid Documents, including the Plans and Specifications.

The Napa-Vallejo Waste Management Authority hereby provides an updated summary of changes to the C&D project bid opening schedule and requirements:

- Per Addendum #7, the project bid opening date is June 3, 2025 at 2pm
- The Award of Contract is now scheduled for August 1, 2025. The submitted bids must be valid for a minimum of 60 days as specified in the Notice to Contractors.
- The Bidder to whom the award is made shall execute a written Agreement with the Napa-Vallejo Waste Management Authority on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within eight (8) working days after receipts of Notice of Award from the Napa-Vallejo Waste Management Authority (NVWMA)
- It is reiterated that **“The Special Provisions require bidders to attend one of the mandatory pre-bid meetings.** Bids from contractors not in attendance at one of the mandatory pre-bid meetings will not be considered. Bids are required for the entire work called for by the Plans and Specifications, and neither partial nor contingent bids will be considered. Bids must be valid for 60 days from the date bids are opened.”
 - **There will be an additional job walk held on May 8th at 10 am.** Refer to the PRE-BID MEETING section in the Notice to Contractor for directions to the job site meeting location.
 - This job walk is not mandatory/required for bidders that have already attended and signed in during one or more of the previous job walks in 2024.
 - Only information that has been previously included in an addendum or within the original bidding documents will be discussed.
- **All addendum signature pages must be signed and submitted with the bids.**
- The lowest three (3) apparent bidders must submit the revised “Bid Schedule B”, which is included in this Addendum, within 48 hours of the bid opening. If the Bid Schedule B is not received within 48 hours, NVWMA reserves the right to reject the bid.

The following sections modify the intent of the Plans and Special Provisions as described below. These modifications will affect the bid items.

ADDENDUM 1-9
SIGNATURE PAGES

To be modified to, "**PRE-BID MEETING: A mandatory** on-site meeting for contractors is scheduled for Tuesday, November 5, 2024 at 10:00 A.M., Thursday November 7, 2024 at 1:00 P.M., and Wednesday November 13, 2024 at 2:00 P.M. at the site located at Devlin Road, American Canyon, CA 94503. Meeting point is 900 feet south of South Kelly Road – see attached map. Contractors must attend at least one of the Pre-Bid meetings, but may attend one, two or all three.

5) The project CAD files for the Civil plans only have been made available at:

<https://www.countyofnapa.org/Bids.aspx?BidID=446>.

No other changes to the plans or Special Provisions have been made, and no plan or specification sheets have been re-issued.

If you have any questions, please feel free to contact Napa-Vallejo Waste Management Authority at nvwma@countyofnapa.org or mailed to Napa-Vallejo Waste Management Authority, 1195 Third St. Suite B-10, Napa, CA 94559.

Sincerely,



Christopher Celsi
Executive Director

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

ADDENDUM #1 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority Project No. 17810

Contractor

Signature

Name (printed)

Date

- 4) An electronic Data User Agreement has been included with this Addendum to supplement to civil plan CAD files.

No other changes to the plans or Special Provisions have been made, and no plan or specification sheets have been re-issued.

If you have any questions, please feel free to contact Napa-Vallejo Waste Management Authority at nvwma@countyofnapa.org or mailed to Napa-Vallejo Waste Management Authority, 1195 Third St. Suite B-10, Napa, CA 94559.

Sincerely,



Christopher Celsi
Executive Director

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

ADDENDUM #2 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority Project No. 17810

Contractor

Signature

Name (printed)

Date

Question 22: Is the County of Napa signatory to any union?

Response 22: Napa County is signatory to MOUs with a few employee unions.

Question 23: Signatory to any union/project labor agreement of any kind?

Response 23: No.

Question 24: Any pre-qualification needed as I did not locate a statement of qualifications in the packet.

Response 24: No.

Question 25: DVBE or any special interest to advertise to (SBE, DBE, etc.)?

Response 25: No.

This Addendum is hereby made part of the request for proposal documents to the same extent as though it were originally included therein.

If you have any questions, please feel free to contact Napa-Vallejo Waste Management Authority at nvwma@countyofnapa.org or mailed to Napa-Vallejo Waste Management Authority, 1195 Third St. Suite B-10, Napa, CA 94559.

Sincerely,



Christopher Celsi
Executive Director

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

ADDENDUM #3 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority
Project No. 17810

Contractor

Signature

Name (printed)

Date

- 12) Responses to most of the questions that have been received are attached to this Addendum. Addendum #6 will be released to address questions that have not been responded to.

This Addendum is hereby made part of the request for proposal documents to the same extent as though it were originally included therein.

If you have any questions, please feel free to contact Napa-Vallejo Waste Management Authority at nvwma@countyofnapa.org or mailed to Napa-Vallejo Waste Management Authority, 1195 Third St. Suite B-10, Napa, CA 94559.

Sincerely,



Christopher Celsi
Executive Director

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

ADDENDUM #5 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority
Project No. 17810

Contractor

Signature

Name (printed)

Date

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

ADDENDUM #6 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority
Project No. 17810

Contractor

Signature

Name (printed)

Date

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

ADDENDUM #6 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority
Project No. 17810

Contractor

Signature

Name (printed)

Date

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

**ADDENDUM #7 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority
Project No. 17810**

Contractor

Signature

Name (printed)


Date

- Updated year to 2025 from 2024.
 - ii. Proposal Form;
 - Bid Schedule A was updated for clarity.
 - The Instructions to Bidders was modified for clarity and to incorporate instructions pertaining to the updated Bid Schedule B.
 - Additional Addendum Acknowledgement fields were added.
 - b. Performance and Labor and Material Bond;
 - i. Updated year to 2025 from 2024.
- 5) Responses to additional questions that have been received are attached to this Addendum. Note that the numbering of Questions and Answers included in Addendum #5, follows the previous release of Questions and Answers included in Addendum #3. Likewise, the numbering of responses to questions received will continue from the previous questions and answers in Addendum #5.

This Addendum is hereby made part of the request for proposal documents to the same extent as though it were originally included therein.

If you have any questions, please feel free to contact Napa-Vallejo Waste Management Authority at nvwma@countyofnapa.org or mailed to Napa-Vallejo Waste Management Authority, 1195 Third St. Suite B-10, Napa, CA 94559.

Sincerely,

Signed by:

7E331957814649C...
Christopher Celsi
Executive Director

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

ADDENDUM #8 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority Project No. 17810

Contractor

Signature

Name (printed)

Date

If you have any questions, please feel free to contact Napa-Vallejo Waste Management Authority at nvwma@countyofnapa.org or mailed to Napa-Vallejo Waste Management Authority, 1195 Third St. Suite B-10, Napa, CA 94559.

Sincerely,

Signed by:

7E331957814649C...
Christopher Celsi
Executive Director

PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS. THE UNDERSIGNED HAS RECEIVED AND READ THIS ADDENDUM.

ADDENDUM #9 for the Construction & Demolition Facility, Napa-Vallejo Waste Management Authority Project No. 17810

Contractor

Signature

Name (printed)

Date

20 MISCELLANEOUS PROVISIONS (E)

(2) Notwithstanding any other provision of law, upon stipulation of parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, any party who receiving an arbitration award requests a trial de novo but does obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses participate in the mediation or arbitration process.

Public Contract Code Section 20104.6 Payment of portion of claim which is undisputed; of interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(d) Final Payment. Payment will be made in accordance with the provisions of Section 9-1.17 of the Standard Specifications provided however that in no event will the final payment be made within 35 calendar days after the filing of Notice of Completion.

The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore.

20. MISCELLANEOUS PROVISIONS

(a) Licenses and Permits. Any and all licenses and permits required shall be provided by the Contractor and he shall abide by any and all Federal, State and County laws and rules affecting the work and shall maintain all required protection for property, employees and the public and insurance in connection with same, for all of which he shall bear necessary expense.

(b) Building Laws, etc. The Contractor shall conform to and abide by all County and State Building, Labor, Sanitary and Electrical Codes, Ordinances, Laws, Rules and Regulations. Such laws and regulations shall be considered a part of these Special Provisions as if set forth herein in full and the work and materials shall be in accordance therewith.

(c) Guarantees. All work performed and equipment or material furnished shall be guaranteed for one (1) year from date of acceptance against any inherent or developed defects of materials or workmanship in manufacture or installations.

All guarantees normally provided by manufacturers of equipment or material installed under this project shall be furnished to AUTHORITY and shall remain in force for their normal life.

(d) Ownership of Plans and Specifications. All drawings, specifications and copies thereof provided to the Bidder by AUTHORITY shall remain the property of AUTHORITY and they shall not be used by the CONTRACTOR or its subcontractors on other work.

- (e) Addenda. Any addenda or notices issued during the time of bidding and forming a part of the documents provided to the Bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract. The Bidder shall acknowledge receipt of addenda in the space provided in the Proposal.

Should a bidder find apparent discrepancies in the drawings or documents, or should he be in doubts to their meaning, he should at once notify the Engineer, which will send a written instruction to all bidders. AUTHORITY will not be responsible for oral instructions.

- (f) Disposition Of Removed Materials – CONTRACTOR shall not dispose of any materials from demolition or removal by sale, gift or in any manner whatsoever, to the general public at the site. Disposal operations shall comply with all applicable laws and ordinances and must be approved by the Engineer. All materials for disposal shall be CONTRACTOR's responsibility to legally remove. See Section 12 or 13, these provisions Part B.

21. **OWNER'S RIGHT TO DO WORK**

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

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

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

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

22. **EQUAL OPPORTUNITY EMPLOYMENT**

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

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

OSHA
INSPECTION
DETAILS



The .gov means it's official.

Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.

The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.

Occupational Safety and Health Administration

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Inspection Detail

Quick Link Reference

1803267.015 | 1782899.015 | 1773368.015 | 1771825.015 | 1759681.015 | 1700279.015 | 1675291.015 | 1596963.015
| 1588626.015 | 1582958.015 | 1578965.015 | 1532864.015

Case Status: OPEN

Note: The following inspection has not been indicated as closed. OSHA citation items will be posted 30 (thirty) days after the employer receives the citation(s), except in cases of significant public interest. Posted citation items reflect any amendments to citations that are the result of a prompt settlement, which OSHA encourages. Employers and employee representatives will continue to receive copies of the citation(s) upon issuance.

Inspection: 1803267.015 – Midstate Construction Corporation

Inspection Information - Office: Sacramento District Office

Inspection Nr: 1803267.015

Report ID: 0950621

Date Opened: 01/17/2025

Site Address:

Midstate Construction Corporation
2840 S State St.
Ukiah, CA 95482

Union Status: NonUnion

SIC:

NAICS: 236115/New Single-Family
Housing Construction (except
Operative Builders)

Mailing Address:

1180 Holm Road, Petaluma, CA 94955

Inspection Type: Complaint

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference:

Emphasis:

Case Closed:

Related Activity

Type	Activity Nr	Safety	Health
Complaint	2252262	Yes	
Complaint	2302067	Yes	

Case Status: OPEN

Case Status: CLOSED

Inspection: 1782899.015 – Midstate Construction

Inspection Information - Office: American Canyon District Office

Inspection Nr: 1782899.015

Report ID: 0950622

Date Opened: 10/18/2024

Site Address:

Midstate Construction

In The Vicinity Of C & D Street Cross

Of 1st St

Petaluma, CA 94952

Union Status: NonUnion

SIC:

NAICS: 236115/New Single-Family

Housing Construction (except

Operative Builders)

Mailing Address:

1180 Holm Road, Petaluma, CA 94955

Inspection Type: Planned

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 04/16/2025

Emphasis: P:Permit, N:Ctarget,

S:Permit

Case Closed: 04/16/2025

Related Activity

Type	Activity Nr	Safety	Health
Inspection	1782900	Yes	

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1773368.015 – Midstate Construction Corporation

Inspection Information - Office: Fremont District Office

Inspection Nr: 1773368.015

Report ID: 0950612

Date Opened: 09/04/2024

Site Address:

Midstate Construction Corporation
300 Enzo Dr.
San Jose, CA 95138

Union Status: NonUnion

SIC:

NAICS: 236116/New Multifamily
Housing Construction (except
Operative Builders)

Mailing Address:

1180 Holm Road, Petaluma, CA 94954

Inspection Type: Unprog Rel

Safety/Health: Safety

Scope: Partial

Close Conference: 01/17/2025

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed: 02/10/2025

Related Activity

Type	Activity Nr	Safety	Health
Inspection	1773336	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				1		1
Current Violations				1		1
Initial Penalty	\$0	\$0	\$0	\$650	\$0	\$650
Current Penalty	\$0	\$0	\$0	\$650	\$0	\$650
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Note
1.	01001	Other	1922(A)(4)	01/21/2025		\$650	\$650	\$0		Z - Issued	

Case Status: CLOSED

Inspection: 1771825.015 – Midstate Construction Corporation

Inspection Information - Office: American Canyon District Office

Inspection Nr: 1771825.015 Report ID: 0950615 Date Opened: 08/28/2024

Site Address:
Midstate Construction Corporation
One C Street
Petaluma, CA 94952

Mailing Address:
1180 Holm Road, Petaluma, CA 94954

Union Status: NonUnion

SIC:

NAICS: 236116/New Multifamily
Housing Construction (except
Operative Builders)

Inspection Type: Planned

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 09/20/2024

Emphasis: P:Permit, N:Heatnep,
S:Heatsep-Outdoor, S:Permit

Case Closed: 09/20/2024

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1759681.015 – Midstate Construction

Inspection Information - Office: American Canyon District Office

Inspection Nr: 1759681.015 Report ID: 0950615 Date Opened: 07/02/2024

Site Address:
Midstate Construction
1601 Petaluma Blvd South
Petaluma, CA 94952

Union Status: NonUnion

SIC:

NAICS: 236115/New Single-Family
Housing Construction (except
Operative Builders)

Mailing Address:
1180 Holm Road, Petaluma, CA 94955

Inspection Type: Prog Related

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Health

Close Conference: 11/22/2024

Emphasis: P:Heatnep, N:Heatnep,
S:Heatsep-Outdoor

Case Closed: 11/22/2024

Related Activity

Type	Activity Nr	Safety	Health
Inspection	1759437		Yes

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1700279.015 – Midstate Construction Corporation

Inspection Information - Office: Labor Enforcement Task Force (Letf) Unit - North

Inspection Nr: 1700279.015

Report ID: 0950667

Date Opened: 09/27/2023

Site Address:
Midstate Construction Corporation
3700 Valle Verde Drive
Napa, CA 94558

Union Status: NonUnion

SIC:
NAICS: 236116/New Multifamily
Housing Construction (except
Operative Builders)

Mailing Address:
1180 Holm Road, Petaluma, CA 94954

Inspection Type: Planned

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 12/22/2023

Emphasis: P:Letf, S:Letf

Case Closed: 12/22/2023

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1675291.015 – Midstate Construction Corporation

Inspection Information - Office: American Canyon District Office

Inspection Nr: 1675291.015

Report ID: 0950615

Date Opened: 06/06/2023

Site Address:

Midstate Construction Corporation
1396 Windsor River Rd Lot 115
Windsor, CA 95492

Union Status: NonUnion

SIC:

NAICS: 236116/New Multifamily
Housing Construction (except
Operative Builders)

Mailing Address:

1180 Holm Road, Petaluma, CA 94954

Inspection Type: Unprog Rel

Safety/Health: Safety

Scope: Partial

Close Conference: 06/13/2023

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed: 06/13/2023

Related Activity

Type	Activity Nr	Safety	Health
Inspection	1675285	Yes	

Case Status: CLOSED

Case Status: CLOSED

Inspection: 1596963.015 – Midstate Construction Corporation

Inspection Information - Office: Sacramento District Office

Inspection Nr: 1596963.015

Report ID: 0950621

Date Opened: 05/19/2022

Site Address:

Midstate Construction Corporation
1131 9th St.
Sacramento, CA 95814

Union Status: NonUnion

SIC:

NAICS: 236220/Commercial and
Institutional Building Construction

Mailing Address:
1180 Holm Road, Petaluma, CA 94954

Inspection Type: Complaint

Safety/Health: Safety

Scope: Partial

Close Conference: 10/14/2022

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed: 03/25/2024

Related Activity

Type	Activity Nr	Safety	Health
Complaint	1893846	Yes	
Inspection	1596965	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			2		3
Current Violations	1			2		3
Initial Penalty	\$6,750	\$0	\$0	\$1,260	\$0	\$8,010
Current Penalty	\$5,400	\$0	\$0	\$900	\$0	\$6,300
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citaton Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Other	1513(A)	10/14/2022		\$450	\$700	\$0	12/11/2022	O - Administrative Law
2.	01002	Other	1712(C)(1)	10/14/2022		\$450	\$560	\$0	12/11/2022	O - Administrative Law
3.	02001	Serious	1621(A)	10/14/2022		\$5,400	\$6,750	\$0	12/11/2022	O - Administrative Law

Case Status: CLOSED

Inspection: 1588626.015 – Midstate Construction

Inspection Information - Office: Oakland District Office

Site Address:

Midstate Construction
2556 Telegraph Ave.
Berkeley, CA 94707

Union Status: NonUnion**SIC:**

NAICS: 236115/New Single-Family
Housing Construction (except
Operative Builders)

Mailing Address:

1180 Holm Road, Petaluma, CA 94955

Inspection Type: Planned**Safety/Health:** Safety**Scope:** Partial**Close Conference:** 04/18/2022**Advanced Notice:** N**Emphasis:** P:Permit, S:Permit**Ownership:** Private**Case Closed:** 04/20/2022**Case Status:** CLOSED**Case Status:** CLOSED

Inspection: 1582958.015 – Midstate Construction Corp.

Inspection Information - Office: American Canyon District Office**Inspection Nr:** 1582958.015**Report ID:** 0950615**Date Opened:** 03/11/2022**Site Address:**

Midstate Construction Corp.
2375 Old Sonoma Rd
Napa, CA 94559

Union Status: NonUnion**SIC:**

NAICS: 236220/Commercial and
Institutional Building Construction

Mailing Address:

1180 Holm Rd, Petaluma, CA 94954

Inspection Type: Complaint**Safety/Health:** Safety**Scope:** Partial**Close Conference:** 05/19/2022**Advanced Notice:** N**Emphasis:****Ownership:** Private**Case Closed:** 05/19/2022**Related Activity**

Type	Activity Nr	Safety	Health
Complaint	1873793	Yes	

Inspection	1582961	Yes	
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Case Status: CLOSED

Case Status: CLOSED

Inspection: 1578965.015 – Midstate Construction

Inspection Information - Office: Southwest Area Office

Inspection Nr: 1578965.015

Report ID: 0936100

Date Opened: 01/04/2022

Site Address:

Midstate Construction
1180 Holm Road
Petaluma, CA 94955

Union Status: NonUnion

SIC:

NAICS: 236115/New Single-Family
Housing Construction (except
Operative Builders)

Mailing Address:

1180 Holm Road, Petaluma, CA 94955

Inspection Type: Referral

Safety/Health: Safety

Scope: Partial

Close Conference: 01/04/2022

Advanced Notice: N

Emphasis: L:Progcon

Ownership: Private

Case Closed: 03/18/2022

Related Activity

Type	Activity Nr	Safety	Health
Referral	1846110	Yes	
Inspection	1570121	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1					1
Current Violations	1					1
Initial Penalty	\$4,351	\$0	\$0	\$0	\$0	\$4,351
Current Penalty	\$3,046	\$0	\$0	\$0	\$0	\$3,046

FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0
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Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Serious	19260501 B13	03/02/2022	03/28/2022	\$3,046	\$4,351	\$0		I - Informal Settlement



Case Status: CLOSED

Inspection: 1532864.015 – Midstate Construction Corporation

Inspection Information - Office: Oakland District Office

Inspection Nr: 1532864.015 Report ID: 0950614 Date Opened: 05/25/2021

Site Address: Midstate Construction Corporation
1155 Santa Rita Road
Pleasanton, CA 94566 Union Status: NonUnion SIC:
NAICS: 236220/Commercial and Institutional Building Construction

Mailing Address:
1180 Holm Road, Petaluma, CA 94954

Inspection Type: Complaint Safety/Health: Safety
Scope: Partial Close Conference: 11/23/2021
Advanced Notice: N Emphasis:
Ownership: Private Case Closed: 05/15/2023

Related Activity

Type	Activity Nr	Safety	Health
Complaint	1770930	Yes	
Inspection	1532874	Yes	

Case Status: CLOSED

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	2			3		5
Current Violations	1			1		2

Initial Penalty	\$14,620	\$0	\$0	\$1,455	\$0	\$16,075
Current Penalty	\$4,500	\$0	\$0	\$4,500	\$0	\$9,000
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Other	3205(C)	11/23/2021	12/30/2021	\$0	\$485	\$0	03/17/2022	O - Administrative
2.	01002	Other	3395(H)(1)	11/23/2021		\$0	\$485	\$0	03/17/2022	O - Administrative
3.	01003	Other	3395(I)	11/23/2021	12/30/2021	\$0	\$485	\$0	03/17/2022	O - Administrative
4.	02001	Other	17160002 G01	11/23/2021		\$4,500	\$7,310	\$0	03/17/2022	O - Administrative
5.	03001	Serious	3648(O)	11/23/2021		\$4,500	\$7,310	\$0	03/17/2022	O - Administrative

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Administration
200 Constitution Ave NW
Washington, DC 20210
☎ 1-800-321-OSHA
1-800-321-6742
www.osha.gov

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[Frequently Asked Questions](#)

[A - Z Index](#)

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