

Napa-Vallejo Waste Management Authority

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



Agenda - Final

**Monday, July 21, 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 June 16, 2025 Regular Meeting. [25-1210](#)
Attachments: [6-16-25 Minutes](#)

7. CONSENT ITEMS

- A. Approve and Authorize an Agreement with Aptim Environmental & Infrastructure to replace three compressors and a dryer, and improve a related concrete slab, for the current leachate system located at the American Canyon Sanitary Landfill. (fiscal impact: \$97,032.17 expense; discretionary) [25-1214](#)
Attachments: [Aptim Contract 2025-07](#)
- B. The Executive Director requests approval to reject all bids for the new Construction & Demolition Facility at the Devlin Road Transfer Station and readvertise for new bids. [25-1256](#)
Attachments: [Bid protest from BHM](#)
[Midstate response to protest](#)
[Letter from CIFAC](#)
[Bid advisory from NCIC](#)
- C. 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] [25-1277](#)
Attachments: [Benchmark Contract 2025-06](#)

- D. Approval and authorization for the Executive Director to sign a Budget Amendment increasing the Potrero Landfill Disposal Operations Professional Services Appropriations by \$6,000 due to increases in transported tonnage for FY 2024-2025. The increased appropriations will be offset with the use of the available Fund Balance. [25-1281](#)

8. ADMINISTRATIVE ITEMS

- A. Executive Director to report on Authority related activities. [25-1213](#)
- 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. [25-1254](#)

Attachments: [NROWS Extension Letter](#)

- 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. [25-1328](#)

Attachments: [Settlement Letter NOV 61521 61526.pdf](#)
[Notice of Violation A61526](#)
[Notice of Violation A61521](#)
[form of settlement agreement](#)

9. FACILITIES BUSINESS ITEMS

10. OTHER BUSINESS ITEMS

- A. Discussion of any items Board members wish to have addressed at a future meeting date. [25-1211](#)
- B. Reports of current information relevant to the Authority by the member jurisdictions: [25-1212](#)

11. CLOSED SESSION

12. ADJOURNMENT

The next regularly scheduled meeting of the Authority Board of Directors will be held September 15, 2025.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1210

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 June 16, 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 June 16, 2025 Minutes.



1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT – NONE

5. PRESENTATIONS AND COMMENDATIONS – NONE

6. APPROVAL OF MINUTES

A. APPROVAL OF MINUTES

Item 6A: **Approved as submitted** **AS-PW**

7. CONSENT ITEMS

B. Requested Action: Approval to excuse one account in the amount of \$1,303.00 owed to the Devlin Road Transfer Station due to the inability to locate or collect the outstanding amounts from a responsible party.

8. ADMINISTRATIVE ITEMS

B. Executive Director to report on Authority related activities.

Item 8A & 8B: **Approved as submitted** **ML-AS-PW-BR**

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 4:36 P.M. The next meeting of the Authority Board of Directors will be a Regular Meeting to be held on July 21, 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-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1214

TO: Napa-Vallejo Waste Management Authority Board of Directors

FROM: Chris Celsi, Executive Director

REPORT BY: Chris Celsi, Executive Director

SUBJECT: Agreement with Aptim Environmental & Infrastructure for replacement of 3 compressors and related components at the American Canyon Sanitary Landfill

RECOMMENDATION

Approve and Authorize an Agreement with Aptim Environmental & Infrastructure to replace three compressors and a dryer, and improve a related concrete slab, for the current leachate system located at the American Canyon Sanitary Landfill. (fiscal impact: \$97,032.17 expense; discretionary)

EXECUTIVE SUMMARY

Aptim Environmental & Infrastructure, LLC provides various services related to monitoring and maintenance of the closed American Canyon Sanitary Landfill pursuant to Agreement No. 2020-03. The scope of services of Agreement No. 2020-03 includes non-routine maintenance, repair and replacement of various site equipment, systems, and features that may be compromised. Aptim was investigating failures associated with the 20 year old compressors used to operate the landfill's leachate system, and discovered their immediate replacement was necessary. The cost to replace the three compressors, one dryer, and improvements to the steel-reinforced concrete pad were more than anticipated in Agreement No. 2020-03, so this Agreement was prepared to compensate Contractor for it work. The FY 24-25 budget did not include the cost to replace the compressors. The budget was amended by the Board of Directors at our May meeting and the work has been completed.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes

Future fiscal impact:

None

Consequences if not approved:

Invoices for services provided cannot be paid, landfill could be in non-compliance.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as the repair or maintenance of existing public facilities involving negligible or no expansion of existing or former use.



NAPA-VALLEJO WASTE
21MANAGEMENT AUTHORITY

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2025-07

AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa Authority, California, this 21 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 Aptim Environmental and Infrastructure, LLC, whose mailing address is 4005 Chicago Port Hwy, Suite 200, Concord, CA 94520, hereinafter referred to as “Contractor.”

RECITALS

- A. Contractor provides various services related to monitoring and maintenance of the closed American Canyon Sanitary Landfill pursuant to Agreement No. 2020-03.
- B. The scope of services of Agreement No. 2020-03 includes non-routine maintenance, repair and replacement of various site equipment, systems, and features that may be compromised.
- C. Contractor was investigating failures associated with the compressors used to operate the landfill’s leachate system, and discovered their immediate replacement was necessary.
- D. The cost to replace the three compressors, one dryer, and improvements to the steel-reinforced concrete pad were more than anticipated in Agreement No. 2020-03, so this Agreement was prepared to compensate Contractor for it work.
- E. 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 five years 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 is retroactive to December 12, 2024. This Agreement shall expire five years 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 Ninety Seven Thousand Thirty-Two Dollars and Seventeen Cents (\$97,032.17).

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 Ninety Seven Thousand Thirty-Two Dollars and Seventeen Cents (\$97,032.17).

3.2 Payment Process. Contractor may submit one or more invoices in arrears for work performed, to the Executive Director of the Authority who will review the invoices to confirm its contents match the work performed during the period covered by the invoices. If approved, the

invoices will be forwarded to the Napa Authority Auditor for payment no later than 15 days after this Agreement is approved by the Board of Directors.

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.

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 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

Ed Shepard, Operation Manager
Aptim Environmental & Infrastructure
4005 Chicago Port Hwy, Suite 200
Concord, CA 94520

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).

APTIM ENVIRONMENTAL & INFRASTRUCTURE



By _____
Ed Shepard, Solid Waste Engineering Operation Manager

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 16, 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

Contractor replaced 3 compressors, 1 dryer, and improved a steel-reinforced concrete pad, at the American Canyon Sanitary Landfill.

II. Schedule

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

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

Reserved – not used.

EXHIBIT C INSURANCE REQUIREMENTS

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

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1256

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Reject all Bids and Readvertise for Bids for Construction of C&D Facility

RECOMMENDATION

The Executive Director requests approval to reject all bids for the new Construction & Demolition Facility at the Devlin Road Transfer Station and readvertise for new bids.

EXECUTIVE SUMMARY

On June 3, 2025, the Napa-Vallejo Waste Management Authority (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. BHM Construction, the second-lowest bidder, submitted a bid protest (attached) alleging the lowest bidder underbid the project because it underestimated the size of the required photovoltaic (solar) system and did not timely acknowledge all the bid addenda issued by the Authority. Midstate Construction, the lowest bidder, submitted a response (attached) to the bid protest explaining that it is prepared to install the required photovoltaic system and that any late acknowledgement of the bid addenda is not significant enough to warrant rejection of its bid. Though not addressed in the protest, Midstate's bid is significantly unbalanced by including nearly \$8 million in its bid just for mobilization and demobilization. Such line item amounts cannot be renegotiated on low-bid projects, and unbalanced bids are usually rejected as non-responsive.

The Authority also received letters (attached) from two organizations who did not submit bids. The first was from a law firm representing the Construction Industry Force Account Council (CIFAC) arguing that all bids must be rejected because there is additional fiber optic work that must be included in the bids for the C&D Facility, and because there are design-build components of the project that preclude awarding the project on a strictly low-bid basis. The second letter is from NorCal Construction Industry Compliance (NCIC), a joint labor-management committee, arguing the low bid should be rejected because Midstate did not acknowledge receipt of all the bid addenda with its bid, and that Midstate is not a responsible bidder because of several alleged

safety violations listed in the letter.

After reviewing the bid protest, the response to the bid protest, and the two letters, Authority staff believes that rejecting all bids and readvertising is in the best interest of the Authority. The bid documents will be updated to specify that the photovoltaic system must provide between 950 kW and 990 kW while using anti-reflective or anti-glare panels in consideration of the nearby Napa County Airport. Fiber optic trenching will be eliminated from the project scope and combined with a separate project to install communication lines between other buildings at the Transfer Station. References to design-build will be clarified to mean submittals of shop drawings or cut sheets, so bidders understand that they are not required to hire licensed architects or engineers. All bid documents, including acknowledgment of bid addenda, will be due on the same date.

Authority staff anticipates readvertising for bids on July 24, with bid opening to be held on August 26.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	2025-2026 Approved Budget
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Allows accurate and fair bidding.
Is the general fund affected?	Yes
Consequences if not approved:	Could lead to disputes during construction over what was intended by the bid documents.

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.

B H M

Construction, LLC

221 Gateway Rd West, Suite 405, Napa, CA 94558
 PHONE (707) 643-4580 FAX (707) 643-4581
 CSLB # 900404

June 10, 2025

VIA E-MAIL AND PERSONAL SERVICE

Napa-Vallejo Waste Management Authority
 1195 Third Street, Room B-10
 Napa, CA 94559
 Email: Chris.Celsi@countyofnapa.org

Re: **BHM Construction, LLC's Bid Protest**
 Construction & Demolition Facility Napa-Vallejo Waste Management Authority
 Project No. 17810

Dear Mr. Celsi:

Second low bidder BHM Construction, LLC protests the award of Project No. 17810 to apparent low bidder Midstate Construction Corporation on the grounds that its bid is non-responsive because (i) it underbid the energy electrical power generation ("photovoltaic/solar") scope of work to gain an improper bidding advantage, and (ii) it failed to acknowledge the addenda per the bid documents. As such, BHM Construction, LLC is the responsible bidder with the lowest responsive bid.

Facts

Addendum #8 issued on May 2, 2025 provided that the Energy Electrical Power Generation System is to be design built per Section 48 of the Specifications using the Proposed Roof Plan (Sheet A2.7) as a design reference. (RFI Response 261.) Addendum #8 also requires: "All addendum signature pages must be signed and submitted with the bids."

On June 3, 2025 at 1:43 p.m., BHM and other bidders received a photovoltaic/solar proposal from Capital Valley Electric, LLC for \$494,550 for a 226 KW system. The other photovoltaic/solar proposals received on or before June 3, 2025 were:

- Evergreen Solar – 1124 KW for \$2,130,221
- Solar Technologies – 1150 KW for \$2,546,900
- McKee & Company – 1150 KW for \$2,546,900
- MEL Electric – KW not listed - \$2,945,552
- Pacific Power & Systems – KW not listed – \$2,995,105

BHM immediately notified Capital regarding the obvious bid error in Capital's photovoltaic/solar proposal, which was more than \$2 million lower than other subcontractors bidding a 1150KW+ sized system. On June 3, 2025 at 1:57pm, Capital emailed all bidders that it revised its proposal to exclude the "Photovoltaic Scope." This email is enclosed with this letter.

BID PROTEST
Napa-Valley Waste Management Authority
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On June 3, 2025, bids were submitted by Midstate, BHM, and others to the Authority as follows:

Midstate Construction - Petaluma, CA	\$31,833,000.00
BHM Construction - Napa, CA	\$33,441,179.00
Overaa Construction - Richmond, CA	\$34,385,000.00
Roebbelen Contracting - El Dorado Hills, CA	\$34,596,000.00
SJ Amoros Construction - Redwood City, CA	\$37,177.00.00
Cambridge Companies - Scottsdale, AZ	\$37,341,113.00
Zovich Construction - Antioch, CA	\$38,000,000.00

Midstate's List of Subcontractors identifies Capital as the energy electrical power generation system subcontractor for the amount of \$494,550. BHM listed McKee & Company Electric for the electrical scope including photovoltaic/solar work.

The difference between Midstate's apparent low bid, and BHM's second low bid is \$1,608,179.

Midstate's bid did not include signed copies of Addendum #1-#9 as required by Addendum #8.

Midstate's Bid is Non-Responsive Due to Improper Bidding Advantage in Price.

Midstate's bid is non-responsive because Midstate underbid the project based on an obviously low (and then) withdrawn subcontractor proposal for the photovoltaic/solar work.

The Notice to Contractors states: "Bids are required for the entire work called for by the Plans and Specifications, and neither partial nor contingent bids will be considered." (NTC-1.) Likewise, the Instructions to Bidders state: "Bids are required for the entire work." (P-8.) As described above, Midstate knew or should have known Capital could not perform all required photovoltaic/solar work at the proposed price of \$494,550 which it identified as a "226.6kWDC roof-top photovoltaic array." A prudent bidder would have collected multiple proposals for this scope of work, and verified why it received such a low estimate from one subcontractor. At the very least, a prudent bidder would have compared its bid to the others submitted on bid day and realized it was inaccurate. Others, like BHM, did so and Capital withdrew its photovoltaic/solar proposal to all bidders. Midstate ignored this withdrawal in submitting its bid.

Midstate's listing of Capital for the photovoltaic/solar work when it cannot perform the full scope of required work at the listed price renders Midstate's bid non-responsive pursuant to the Public Contract Code and applicable case law because it gives Midstate a competitive, improper bidding advantage. (*MCM Const., Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4th 359, 359 [City did not abuse its discretion in rejecting contractors bid as nonresponsive due to its failure to list subcontractor dollar amounts.]; see *Hensel Phelps Construction Co. v. Department of Corrections & Rehabilitation* (2020) 45 Cal.App.5th 679, 685 [Nonresponsive contractor's bid contained non-waivable mathematical errors that provided a competitive advantage.]; *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1443

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[Contractor's bid was non-responsive due to a material, unwaivable mistake in subcontractor percentages.]

This failure is not a minor, waivable irregularity because Midstate gained a roughly \$2 million bidding advantage by improperly listing a subcontractor that withdrew its proposal and cannot perform the full scope of photovoltaic/solar work for the stated price. This is an unfair advantage that requires the bid to be deemed non-responsive. (*See Valley Crest Landscape, supra*, 41 Cal.App.4th at 1442 [Due to error in bid, apparent lowest bidder could seek to withdraw its bid without forfeiting its bond pursuant to Public Contract Code section 5103, giving bidder a clear and unfair advantage not allowed other bidders].)

Midstate's Bid is Non-Responsive Because it Fails to Acknowledge All Addenda.

Midstate further failed to comply with the bid instructions by not acknowledging Addenda #1-#9. A bid is responsive if it promises to do what the bidding instructions require. (*MCM Const., Inc., supra*, 66 Cal.App.4th at 368.) Midstate did not.

Addendum #8 instructed bidders: "All addendum signature pages must be signed and submitted with the bids." The Project General Conditions, section 20(e) also state: "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." Each addenda contained a signature page which instructs, in bold capital letters: **"PLEASE SIGN THIS ADDENDUM IN THE SPACE PROVIDED AND INCLUDE THE SIGNED COPY OF THE ADDENDUM WITH YOUR DOCUMENTS."**

Midstate failed to include the signature pages for each addenda in its bid. This is a material deviation from the bid requirements because Midstate failed to verify that its bid includes all work in the original scope plus Addenda #1-#9. The case *DeSilva Gates Construction, LP v. Department of Transportation* analyzed this same issue and found the error was a material deviation. In that case, Caltrans allowed the apparent low bidder to cure a failure to acknowledge a material addendum. The court found that Caltrans abused its discretion by allowing the opportunity to cure because it gave the apparent low bidder an advantage over other bidders not afforded this opportunity. (*DeSilva Gates Construction, LP v. Department of Transportation* (2015) 242 Cal.App.4th 1409, 1423.)

Thus, Midstate's bid is non-responsive.

BHM is the Lowest Responsible, Responsive Bidder.

Second low bidder BHM is the lowest responsible responsive bidder. BHM complied with the bid instructions including the submittal of all Addenda. Although BHM did not list all interested persons on Proposal Form P-13, it is a limited liability company not a corporation, co-partnership, or individual as requested on the form. As such, to the extent this information was required by a limited liability company it is a non-material, waivable deviation. A minor irregularity can be waived "if the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders." (*Konica Business Machines*

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 June 10, 2025
 Page 4

U.S.A., Inc. v. Regents of University of California (1966) 206 Cal.App.3d 449, 454.) Here, the list of interested parties is waivable as there is no impact to the amount of the bid or an unfair advantage gained by BHM.

BHM Construction, LLC should be awarded Project No. 17810.

Regards,



Seamus Dooher, President
 BHM Construction, LLC

Encl.

Cc: Jeff Mazet, BHM Construction (jmazet@bhmconstruction.com)
 Midstate Construction (bidroom@midstateconstruction.com;
 rogern@midstateconstruction.com)
 Overaa Construction (webuild@overaa.com; carlo@overaa.com; artc@overaa.com;
 bids@overaa.com)
 Roebbelen Contracting (estimating@roebbelen.com; general@roebbelen.com)
 SJ Amoroso Construction (bceleste@sjamoroso.com; jbenenson@sjamoroso.com;
 aperez@sjamoroso.com; berskine@sjamoroso.com)
 Cambridge Companies (brandon@cambridgecoinc.com)
 Zovich Construction (azovich@zovichconstruction.com;
 zovich@zovichconstruction.com)
 Capital Valley Electric, LLC (jwerner@capitolvalleyelectric.com)

ATTACHMENT F

BIDDAY

From: Jon Werner <jwerner@capitolvalleyelectric.com>
Sent: Tuesday, June 3, 2025 1:57 PM
Cc: Gary Gladson
Subject: RE: Napa Vallejo Waste Management Proposal
Attachments: Napa Vallejo Waste Management Proposal Letter R1- 6.3.25.pdf

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

See attached R1 proposal – Photovoltaic Scope is now excluded from or proposal.

Thank you,

Jon Werner
 Senior Estimator

O (916) 504-4419
 C (916) 336-8458
 8550 Thys Ct,
 Sacramento, CA 95828



Capitol Valley Electric, LLC
Proactive Solutions
Capitolvalleyelectric.com

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From: Jon Werner
Sent: Tuesday, June 3, 2025 1:43 PM
Cc: Gary Gladson <GaryG@capitolvalleyelectric.com>
Subject: Napa Vallejo Waste Management Proposal

Good afternoon please find attached our proposal for the Napa Vallejo Waste Management Project. Let us know if there are any questions.

Thank you,

Jon Werner

Senior Estimator

O (916) 504-4419
C (916) 336-8458
8550 Thys Ct,
Sacramento, CA 95828



Capitol Valley Electric, LLC
Proactive Solutions
Capitolvalleyelectric.com

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Napa Vallejo Waste Management - R1
American Canyon, CA

6/3/2025

General Contractor

Attention: Estimator

Capitol Valley Electric is pleased to submit our Electrical / Low Voltage Proposal Letter for the above-mentioned project.

Our pricing is based on the following:

1. Drawings Prepared By: Axion + Colebreit Engineers
2. Electrical Drawings Dated: 100% CD Dated 10/21/2024, ADD#8 Dated 5/1/2025.
3. Electrical Specifications Dated: 12/5/2024
4. Addenda: 1-9
5. Pre-bid RFIs / Clarifications / Memos: Acknowledged.

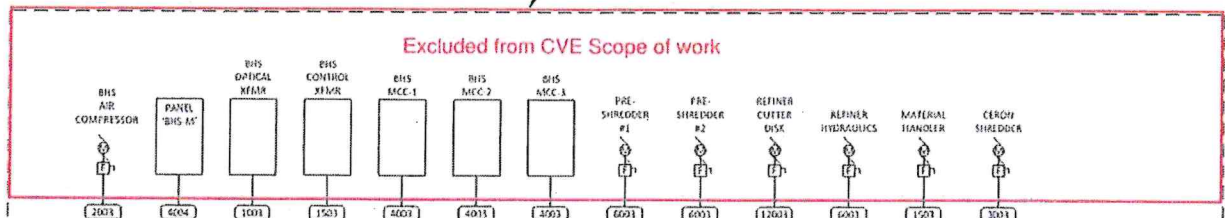
Inclusions:

1. **State Commercial Prevailing Wage Labor - PW Determination NAP-2025-1 with NO related increase per this determination only.**
2. This Proposal is based on an estimated ship date for electrical equipment and switch gear of **52** weeks. This is applicable after release of approved submittals and does not include any guarantee to meet construction schedule nor includes any expediting cost to meet construction schedule regardless of construction schedule being part of bid documents.
3. Provide 4000A Bussed duct from utility transformer to MSB-P.
4. Provide utility transformer pad per detail on sheet JT-T.
5. (18) Empty 4" from MSB-P to future site location of battery backup. These conduits have been stubbed and capped for the future.
6. Connection to Temporary Generator Connection Cabinet.
7. 3000A Generator Connection Cabinet.
8. Interior lighting fixtures and related lighting control devices / related wiring. If there are discrepancies between the architectural plans and electrical plans, electrical plans shall govern.
9. All electrical Single Line Diagram line components to be supplied by one manufacturer.
10. Branch circuitry panels as required; Includes feeders and final connections.
11. **Branch circuits have been run in #12 AWG Conductors.**
12. Boxes, wiring, devices, and final connections for a complete Electrical system.
13. Site lighting and related trench, conduit, wire, and concrete pole bases per site plans.
14. Conduit, wiring and final connections to all Mechanical units. Mechanical units provided and installed by others. All T-Stat & control conduit\wiring and connections regardless of voltage to be provided and installed by others.
15. Single point connection to Ceiling Fans, (fan installation and supports are by others.)
16. Sleeving only Structured Cabling, and Access Control.

17. Complete conduit rough in for Fire alarm system, CCTV, Telephone, and Access Control System, as shown on FA0.1 - FA5.1, and T0.1 - T0.6.
18. Conduit rough in for Fire Rover System.
19. Fire alarm system installation, per FA0.1 - FA5.1.
20. Conduit and line voltage wire only for powered gate location per sheet E.1. Low voltage portion is excluded.
21. (2) Dual Head Level 2 EV Chargers with associated raceways and cabling.
22. (3) Empty Future EV Raceways, taken back to the electrical room.

Exclusions:

1. Any work not listed above.
2. Liability for Liquidated Damage costs not specifically made aware of prior to submission of this Proposal
3. Repair of code violations outside of this proposal.
4. **Photovoltaic Scope in its entirety**
5. Any and all County, City, Fire Dept., and Utility permits and/or permit fees.
6. Removal of any obstacle that cannot be removed with a case 580 backhoe.
7. Provide or install fire sprinkler devices not shown on drawings. I.e., PIV, tamper switch, fire bell.
8. Power to or connection to and/or all equipment, devices or systems provided by others that are not shown on Electrical drawings.
9. Fan Installation and supports.
10. Fire Rover System.
11. All items outlined as future, fed from Distribution Board DSP.
 - a. We have included a 10' conduit stub with cable from Distribution Board DSP for future use.



12. "Off-Site" work not shown and Electrical drawings. Including street lighting, Signal, or traffic.
13. Provide private utility locating services or location of existing private utilities.
14. Demolition / removal / disposal.
15. Dewatering.
16. Offsite removal of excavation spoils.
17. PG&E primary conduit not limited to utility or customer owned joint trench, boxes, vaults, or conduit not listed above.
18. Phone or CATV Utility work beyond 5ft of building.
19. Utility company transformers, equipment, bollards or primary conduit or cable.
20. Secondary Cable.
21. Housekeeping Pads.
22. Concrete or asphalt work, roadwork, of any kind not listed above - sawcut, breakout, or patch, poured or pads.
23. Sawcut and patch back.
24. Fire sprinkler device install or connection (PIV, tamper switch, flow switch, bell, etc.).
25. Tele/Data, CCTV, Security, Intrusion, A/V, Card Access, 2-Way communications, systems, studies, or design.
26. Backboxes, conduit, and infrastructure for 2-Way, Intrusion, AV, any other systems not listed above.
27. ERRCS / DAS system of any kind including conduit, cable, equipment, or studies.

28. Installation of equipment and appliances provided by others.
29. Traffic control / flagmen.
30. Protective Bollards.
31. Design and Engineering.
32. Professional liability insurance. Errors or omissions of consulting engineers.
33. "Short Circuit," "Electrical Coordination or Arch Flash Studies."
34. Title 24 design or requirement of equipment not specifically shown on drawings.
35. Structural/Seismic engineering of any kind.
36. Seismic and/or structural support of lighting fixtures. Connection of wire by others included.
37. Ceiling or wall access panels or access doors.
38. Temporary construction power or lighting.
39. Irrigation / landscape controls conduit or wiring.
40. Landscape / tree removal, repair and/or replacement.
41. Offsite removal of construction debris. Disposal in on site container by others included.
42. Offsite removal of excavation spoils.
43. Import of trench backfill material other than standard utility requirements.
44. Surveying or survey staking of any kind.
45. Private underground locates and potholing.
46. Plywood backboards for phone/data equipment.
47. Backing or supports.
48. Painting, sealing, or weatherproofing of any type or kind.
49. Roof jacks, roof repair, or roof sealant of any kind.
50. Sheetrock work of any kind including but not limited to fire rated enclosures for recessed light fixtures.
51. Remediation and/or Disposal of hazardous or potential hazardous material of any kind.
52. Provide or install Utility (AT&T, Comcast, etc.) fiber distribution cable not shown on drawings. Furnish & install Microduct.
53. Lamps or appliance pigtails for equipment provided by others.
54. All Mechanical, Plumbing, or irrigation or control or interlock wiring or conduit not shown on Electrical drawings.
55. Mechanical VFDs or starters.
56. Door modifications, hardware, or wireless door locks or Power supplies not shown on Electrical drawings.
57. Bathroom exhaust or fan/light combo fixtures and or humidistat control.
58. "Quick flash" flashing at electrical boxes and/or exterior penetrations.
59. Sample and/or spare material; Sample devices or light fixtures, spare fuses, breakers, or panels. Spare light fixtures, devices, lamps, or Fire Alarm devices.
60. Factory startup or commissioning – CVE training included.
61. Third party verification or Electrical testing.
62. Fire Smoke Damper or HVAC equipment Duct Smoke Detectors or remote test stations.
63. BIM management, BIM modeling or CAD drafting for pre or post construction. Clash detection coordination assistance included.
64. Pull planning scheduling.
65. Pollution Liability Insurance.
66. Performance or Material Bonds.
67. Costs associated with purchasing, loading, storage or transporting of construction water from an off-site source due to drought, water rationing, or water agency policy changes.
68. Back charges or acceleration costs due to others.
69. Surveying, staking for vaults, site lighting, building corners, or curbs.
70. Costs impacted resulting from Acts of God or Force Majeure or Tariff events.
71. Builder's risk insurance and deductibles.

72. Costs for indirect and direct management, storage, rentals, material, and labor escalation past the contracted completion date.
73. Design simulation.
74. Soil mechanics (underground reticulation).

Photovoltaic Inclusions:

1. ~~Provide and install a 226.6kWDC roof-top photovoltaic array, to include but not limited to IronRidge roof racking system, (527) 430W Mono Solar modules, (527) SolarEdge optimizers, (2) SolarEdge 120kW string inverters, (1) 400A PV AC Panelboard, (1) 400A PV AC Disconnect, AC/DC wiring and electrical connections via overhead conduit, equipment labels, rooftop slip sheets, etc.~~
2. ~~Provide and install Sol-Ark 40kW Battery Energy Storage System (BESS) including but not limited to Battery Cabinet, Sol-Ark 30kW Inverter, AC/DC wiring and electrical connections via overhead conduit for back-up supply to electrical panel-ERA1, etc.~~
3. ~~Provide system commissioning via use of a Solmetric PVA-1500 tool.~~
4. ~~All work to be performed during normal business hours. No allowance for overtime is included.~~

Photovoltaic Exclusions:

1. ~~Equipment wear and walk-paths.~~
2. ~~Repair/patch of roof penetrations.~~
3. ~~Pre-construction and post-construction roof certification.~~
4. ~~Rooftop pedestrian fire path.~~
5. ~~Mechanical roof attachments.~~
6. ~~Roof certification, warranty or repairs.~~

Photovoltaic General Clarifications:

1. ~~Bid based on certification of roof by others prior to start of construction.~~
2. ~~CVE assumes the roof is in good condition and capable of withstanding the necessary construction abuse that may occur during installation. CVE will protect roof with plywood coverage where deemed necessary, however no costs for roof repairs are included in our proposal.~~

General Clarifications:

1. Proposal good for 15 days from proposal date.
2. This project is subject to prevailing wage.
3. Assumes free construction parking is available.
4. Capitol Valley Electric assumes no responsibility for other trades
5. **Price is based on normal working hours**
6. Price does not include any overtime or costs associated with an accelerated schedule
7. All required rated chases thru Building levels and equipment rooms to be provided by others.
8. Standard electrical, phone and data trim.
9. This Proposal includes a (1) One Year Warranty from date of final Electrical inspection, Temporary Occupancy, or Operation of Premises, which ever starts first unless stated otherwise above. Excludes extended / multiple warranties.
10. All fire rated putty pads for junction boxes per AHJ.
11. Standard construction methods.
12. Appropriate on-site storage and laydown areas to be provided by others
13. Unobstructed access to work areas to be maintained by others. All work areas will be free from debris, stored materials and ready prior to commencement of electrical work

14. A safe securable storage area on the job site shall be provided for our use at no charge
15. All general requirements to be furnished by the prime contractor or others
16. This proposal is made with the understanding that we will enter in a mutually acceptable subcontract agreement
17. We will not accept any terms or conditions that are less favorable to Capitol Valley Electric
18. Pricing is only valid with this proposal, scope of work and exclusions
19. The conditions of this proposal must be attached or incorporated into our subcontract agreement
20. Capitol Valley electric will not be bound to any collective bargaining agreements to which we are not a party
21. All fees from local agencies for location of utilities or for performing standby are not included in this proposal

Pricing Schedule of Values:

Lump Sum Electrical Price:	\$2,720,002
See Breakouts Below	

Breakouts:

1. Building (Metal Building & Administrative Building)	\$1,687,857
2. Site Work	\$471,524
3. Lighting (Fixture Package only)	\$385,185
4. Electronic Safety & Security (Fire Alarm Complete System, and Security Rough in Only)	\$175,436
5. Photovoltaic	\$494,550

Unobstructed access to work areas will be maintained at all times by others and work areas will be free from debris and stored materials, and substantially ready prior to commencement of electrical work. A safe securable storage area on the job site shall be provided for our use at no charge. All General requirements are to be furnished by the Prime Contractor or others. This includes but is not limited to preparation of construction schedule (with subcontractor participation), contractor quality control program and technician / inspection staffing, temporary construction trailers or facilities, safety and security, site fencing, escorts, signing, traffic control, maintenance of site access, site dust control, temporary site environmental protection, and builders-risk or all risk insurance policies.

This proposal is made with the understanding that we will enter into a mutually acceptable subcontract agreement. We will not accept any terms or conditions that are less favorable to Capitol Valley Electric than those imposed in the Prime contract by the owner. Pricing is only valid with this Proposal, Scope and Exclusions. The conditions of this proposal must be attached or incorporated into our subcontract agreement. Capitol Valley Electric will indemnify



you for personal injury or property damage claims to the extent of Capitol Valley's own negligence. Capitol Valley's proposal excludes any obligation to indemnify you for your own negligence, or to indemnify any other party for that party's own negligence.

Capitol Valley Electric (CVE) will provide lien releases in accordance with applicable state statutes or regulations. CVE will be paid within seven days of Customer receiving payment by Owner, but in no case, will CVE be paid later than 120 days from the date of CVE's invoice for undisputed work. If any payment due to CVE is past due for more than ten days, we reserve the right to stop work until all payments are brought current.

Capitol Valley Electric will not be bound to any collective bargaining agreements to which it is not a party. All fees from local agencies for location of utilities or for performing standby are not included in this proposal.

We appreciate the opportunity to budget this project and do not hesitate to contact the undersigned if you have any questions.

Respectfully Submitted,

Jon Werner

Project Estimator

O: 916-504-4419

C: 916-336-8458

E: Jwerner@capitolvalleyelectric.com

By Certified Mail and By Email
Chris.Celsi@countyofnapa.org

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

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

Response of Midstate Construction Corporation to June 10, 2025, Protest of BHM
Construction, LLC

Dear Mr. Celsi:

Pursuant to the Instructions to Bidders, this is a written response to a June 10, 2025, letter from BHM Construction, LLC (“BHM”), which purports to protest our company’s bid.

Midstate Construction Corporation (“Midstate”) submitted the lowest responsive bid from a responsible contractor. BHM lacks standing because its own bid includes irregularities. BHM’s arguments are baseless. The protest should be overruled.

1. BHM Lacks Standing To Protest Because It Admits That Its Own Bid Is Nonresponsive

At page 3 of its June 10, 2025, letter, BHM concedes that it “did not list all interested persons on Proposal Form P-13” as the bidding documents require. BHM therefore lacks standing to file a protest.

A disappointed bidder has standing to file protest only if it has the legal right to be awarded the contract. *SJJC Aviation Services, LLC v. City of San Jose*, 12 Cal. App. 5th 1043, 1057 (2017); *Monterey Mech. Co. v. Sacramento Reg’l County Sanitation Dist.*, 44 Cal. App. 4th 1391, 1414 n.12 (1996). When its own bid is nonresponsive, a contractor lacks the direct financial interest that is a prerequisite to prosecuting a protest. *See id.*; Civ. Proc. Code § 1086.

BHM argues that the irregularities in its bid can be waived because “the variance cannot have affected the amount of the bid or given the bidder an advantage or benefit not allowed other bidders.” Exactly the same principle applies to the items raised by BHM in its protest, however, such as BHM’s argument with regard to attaching copies of addenda. Whether addenda are attached cannot affect the amount of the bid or provide any other advantage where, as here, the bidder has expressly acknowledged all addenda and is legally obligated to enter into a contract that incorporates the addenda.

It would be improper for the Authority to give BHM preferential treatment by waiving irregularities in BHM’s bid while at the same time refusing to do so for others. Applying different

standards to different contractors is inherently arbitrary and capricious and would introduce an unjust element of subjectivity into the bidding process. *See City of Inglewood-LA County Civic Center v. Superior Court*, 7 Cal. 3d 861, 867 (1972); *see also Verdugo Hills Hosp., Inc. v. Dep't of Health*, 88 Cal. App. 3d 957, 964 (1979).

2. Midstate Complied With All Subcontractor Listing Requirements

Midstate fully complied with the Subletting and Subcontracting Fair Practices Act and the Authority's bidding requirements for listing of subcontractors.

According to BHM itself, all bidders received a proposal from Capitol Valley Electric, LLC ("Capitol Valley") for the electrical and solar scope of work a few minutes before 2:00 p.m. on June 3, 2025, the deadline for contractors to submit their bid proposals.

Relying upon Capitol Valley Electric's proposal, Midstate included Capitol Valley in its subcontractor list for the electrical and solar scope of work. In its subcontractor list, Midstate provided complete and accurate information for Capitol Valley Electric, including the name, portion of work to be performed, contractor's license number, DIR registration number, dollar value of work to be performed, and the city and state where Capitol Valley is located. Screenshot of the subcontractor listing information for Capitol Valley is provided below:

Capitol Valley Electric	Electrical	1085507	1000855022	2,650,000	Sacramento CA
Capitol Valley Electric	ROOFING, ETC.) Energy Electrical Power Generation System	1085507	1000855022	495,000	Sacramento CA

Midstate therefore fully complied with the Subletting and Subcontracting Fair Practices Act and the Authority's bidding requirements for listing of subcontractors *See* Pub. Contract Code § 4104; Standard Specification 2-1.10; Proposal Form P-14.

Contrary to BHM's assertions, Midstate did not learn that Capitol Valley wanted to modify its bid proposal until after the Authority's 2:00 p.m. deadline for submission of bids.

Capitol Valley sent its revised proposal at 2:02 p.m. By then it was too late for Midstate to change its bid proposal or modify its subcontractor list. *Greer v. Hitchcock*, 271 Cal. App. 2d 334 (1969); Pub. Contract Code § 4104. Please see the screenshot below and a copy of the June 3, 2025, email from Capitol Valley Electric.

Carly Rodriguez	
From:	Jon Werner <jwerner@capitolvalleyelectric.com>
Sent:	Tuesday, June 3, 2025 2:02 PM
To:	bidroom
Cc:	Richard Harryman; Gary Gladson
Subject:	R1 Proposal Napa Vallejo Waste Management
Attachments:	Napa Vallejo Waste Management Proposal Letter- 6.3.25.pdf
Categories:	Green category
EXTERNAL EMAIL DO NOT ENTER USERNAME/PASSWORD	
Please find our R1 Proposal – PV scope of work is now excluded.	

The fact that Capitol Valley emailed a revised proposal after the 2:00 p.m. bid opening deadline is not a basis for a disappointed bidder to protest the lowest responsive bid.

First, in *Diede Construction, Inc. v. Monterey Mechanical Co.*, 125 Cal. App. 4th 380 (2004), the Court of Appeal ruled that a general contractor is under no obligation to withdraw its bid when a subcontractor, after the bid deadline, alleges that it made a mistake in its bid.

Second, Public Contract Code Section 4107(a)(1) specifically allows a contractor to substitute subcontractors who will not sign a contract based on the subcontractor's bid proposal and the project plans and specifications. If Capitol Valley refuses to sign a subcontract based on the proposal that Midstate received and relied upon, Midstate will be entitled to obtain approval for a substitution of subcontractors and can recover the additional cost to hire another subcontractor. Pub. Contract Code § 4107(a)(1); *Diede Construction, Inc.*, *supra*, 125 Cal. App. 4th at 390; *Saliba-Kringlen Corp. v. Allen Engineering Co.*, 15 Cal. App. 3d 95, 100 (1971); *Drennan v. Star Paving Co.*, 51 Cal. 2d 409 (1958).

Third, BHM's protest is based on the unfounded assumption that Capitol Valley will not sign a subcontract for the solar scope of work. A protest cannot be based on speculation. *Bay Cities Paving & Grading, Inc. v. San Leandro*, 223 Cal.App.4th 1181, 1196 (2014). As the protesting party, BHM bears the burden of proof. *Id.*, 223 Cal. App. 4th at 1198. (2014).

Thus, a bid protest cannot be based upon assumptions or conjecture about matters that will arise during the performance of a contract. *See, e.g., Mike Moore's 24-Hour Towing v. San Diego*, 45 Cal. App. 4th 1294, 1309 (1996) (rejecting protest based upon whether insurance would meet requirements that applied during performance); *D.H. Williams Construction, Inc. v. Clovis Unified School Dist.*, 146 Cal. App. 4th 757 (2007).

Capitol Valley may well decide to enter into a subcontract for all of the electrical scope of work for which it is listed instead of incurring liability for refusing to honor its proposal. Midstate

and Capitol Valley also could reach an amicable resolution regarding issues relating to Capitol Valley's alleged mistake. BHM has failed to produce any actual evidence to support its protest, only speculation and conjecture about future events.

Fourth, even when a subcontractor is legally unable to perform the work for which it has been listed, a general contractor's bid is not subject to a protest. *D.H. Williams Construction, Inc. v. Clovis Unified School Dist.*, 146 Cal. App. 4th 757 (2007). In *D.H. Williams*, the Court of Appeal emphasized that the general contractor could replace a listed subcontractor if the subcontractor were could not perform the work for which it had been listed. Thus, the fact that Capitol Valley at some time in the future may refuse to perform the work for which it was listed cannot be a basis for protest.

3. BHM Cannot File A Protest Based On Its Own Failure To Have Submitted The Lowest Bid

Midstate has carefully reviewed its estimate and is satisfied that its bid price will cover all costs, overhead, and a reasonable profit on the project, including the cost to furnish and install a 1,124 kilowatt photovoltaic system if that is what the Authority determines the plans and specifications require.

BHM argues that it is somehow unfair that another contractor submitted a lower bid price than BHM did. BHM's argument is absurd.

Submitting a bid that is lower than a competitor's is legal and proper:

The policy of the common law has always been in favor of free competition, which proverbially is the life of trade ... Thus, in the absence of prohibition by statute, illegitimate means, or some other unlawful element, a defendant seeking to increase his own business may cut rates or prices.

A-Mark Coin Co. v. General Mills, Inc., 148 Cal. App. 3d 312, 323 (1983).

The lowest overall bid on a project cannot be rejected simply because a competitor believes that a bidder's price is too low. A contractor that submits a winning bid is legally obligated to complete its work on a construction project

Whether he bids one cent, one dollar or five dollars [for an item] So long as there is no semblance of chicanery in relation to the potential quantity requirement of the ... item, no competing bidder is harmed and the public is benefited. Every contractor may apply his own business judgment in the preparation of a public bid, and his willingness to perform one of the items for a nominal amount is but his judgmental decision in an effort to underbid his competitors.

Riverland Constr. Co. v. Lombardo Contracting Co., 154 N.J. Super. 42, 47 (App. Div. 1977).

This is particularly true given that Midstate provided a bid bond guaranteeing that Midstate will sign a contract for the prices in its proposal.

4. Midstate's Expressly Acknowledged All Addenda In Its Bid Proposal And Is Legally Obligated To Enter Into A Contract That Incorporates The Addenda

In its bid proposal, at page P-15, Midstate acknowledged all of the addenda for the project:

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>

BHM is therefore mistaken in relying upon *DeSilva Gates Construction, LP v. Department of Transportation*, 242 Cal. App. 4th 1409, 414 (2015). Unlike the contractor in *DeSilva Gates Construction*, Midstate expressly acknowledged in its signed bid proposal that it had received all of the project addenda.

As the Court of Appeal noted in its opinion in *DeSilva Gates*, the contractor in that case had “failed to acknowledge Addendum #1 dated September 7, 2012, ... on the signature page ... of its bid proposal. [CalTrans] considers the addendum to be a material amendment to the contract and is unable to identify in [the contractor’s]s bid submittal that it considered and agreed to be bound to the terms of said addendum.”

In addition, under Special Provision SP-21, “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.” In its proposal form Midstate committed that it “will contract with Napa-Vallejo Waste Management Authority in the form of the copy of the contract annexed hereto.” The contract form at Article I incorporates the

special provisions. By submitting its bid proposal, Midstate bound itself to the terms of all of the project addenda, which would be incorporated as part of the contract that Midstate will sign.

Midstate and its surety in the bid bond submitted to the Authority provided a written guarantee that Midstate would enter “into a written contract in the prescribed form.” (Bid Bond Form, p. P-15). The prescribed form incorporated the special provisions, including Special Provision SP-21, which in turn expressly states that any “Any addenda or notices issued during the time of bidding” are “part of the contract.”

The fact that Midstate did not attach copies of addenda did not render its bid proposal nonresponsive. The decision in *Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181 (2014) is controlling precedent. In *Bay Cities*, Gallagher & Burk submitted a bid package that was missing the first page of the bid bond form, but which included the second page of the bond. The Court of Appeal ruled that the awarding agency, the City of San Leandro, properly rejected a protest of Gallagher and Burk’s bid.

The Court noted that the bid form was part of the bidding manual for the project. Thus, the fact that the first page of the bond was missing from the contractor’s proposal was an inconsequential variance that did not provide any competitive advantage, such as the ability to withdraw a bid for mistake.

Here, as in *Bay Cities*, the addenda were part of the bid documents provided to all bidders. There is no dispute as to what the addenda require. In its bid proposal, Midstate expressly acknowledged receipt of all addenda and committed itself to entering into a contract that incorporated all of the addenda for the project. Midstate provided bid security that it would forfeit if it did not enter into a contract incorporating the addenda. Not attaching copies of the addenda therefore did not affect the enforceability of Midstate’s bid or provide it with any kind of advantage.

Not every bid variance is “sufficiently significant to render the bid nonresponsive.” *DeSilva Gates Construction, LP v. Department of Transportation*, 242 Cal. App. 4th 1409, 1420 (2010). It is “well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.” *Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181, 1188 (2014); *Ghilotti Construction Co. v. City of Richmond*, 45 Cal. App. 4th 897 (1996).

Not attaching duplicate copies of the addenda is at most an inconsequential variance that does not affect the responsiveness of Midstate’s bid.

Conclusion

Midstate respectfully requests that the Authority overrule BHM’s protest. In *Ghilotti Construction Co. v. City of Richmond*, 45 Cal. App. 4th 897 (1996), the Court ruled that it would

Mr. Chris Celsi

June 12, 2025

Page 7 of 7

amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of a low bidder after the fact, and cancel the low bid on minor technicalities, with the hope of securing acceptance of his, higher bid. Such a construction would be adverse to the best interests of the public and contrary to public policy.

The Court's ruling in *Ghilotti* is directly applicable here. BHM is asking for preferential treatment by having irregularities in its own bid waived, while demanding strict enforcement of bidding requirements against others. BHM lacks standing.

BHM's protest is based on false assumptions and is legally baseless. Midstate's bid is responsive and fully enforceable under longstanding precedent and applicable law. Equally important, Midstate's bid will save the Authority and its ratepayers more than \$1,600,000, and Midstate is committed to providing a 1,124-kw photovoltaic system to the Authority if that is what the plans and specifications require.

Thank you for your careful review and consideration of the applicable facts and the law. Please feel free to call or email us if you have any questions.

Very truly yours,



Patrick Draeger, Vice President

MIDSTATE CONSTRUCTION CORPORATION

Enclosures (Capitol Valley Electric Email)

cc: Jeff Mazet, BHM Construction (jmazet@bhmconstruction.com)

Carly Rodriguez

From: Jon Werner <jwerner@capitolvalleyelectric.com>
Sent: Tuesday, June 3, 2025 2:02 PM
To: bidroom
Cc: Richard Harryman; Gary Gladson
Subject: R1 Proposal Napa Vallejo Waste Management
Attachments: Napa Vallejo Waste Management Proposal Letter- 6.3.25.pdf

Categories: Green category

EXTERNAL EMAIL **DO NOT ENTER USERNAME/PASSWORD**

Please find our R1 Proposal – PV scope of work is now excluded.

Thank you,

Jon Werner
Senior Estimator

O (916) 504-4419
C (916) 336-8458
8550 Thys Ct.
Sacramento, CA 95828



Capitol Valley Electric, LLC
Proactive Solutions
Capitolvalleyelectric.com

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June 11, 2025

VIA EMAIL & U.S. MAIL

Sheryl L. Bratton
County Counsel
Office of Napa County Counsel
1195 Third Street, Suite 201
Napa, CA 94559
Sheryl.Bratton@countyofnapa.org

Thomas C. Zeleny
Chief Deputy Counsel
Office of Napa County Counsel
1195 Third Street, Suite 201
Napa, CA 94559
Thomas.Zeleny@countyofnapa.org

Re: Construction & Demolition Facility Project No. 17810

Dear Ms. Bratton and Mr. Zeleny,

The Construction Industry Force Account Council (“CIFAC”) is in receipt of the Napa-Vallejo Waste Management Authority’s (“NVWMA”) May 8, 2025 reply to CIFAC’s April 28, 2025 letter regarding the Construction & Demolition Facility Project No. 17810 (“Project”). CIFAC appreciates NVWMA’s clarification that no work on the Project, including the fiber optic pull and connection scope of work (“Fiber Optic Work”) at issue in CIFAC’s letter, will be conducted via force account. However, NVWMA’s response raised another concern that NVWMA may not have formally and competitively bid the Fiber Optic Work as required by the Public Contract Code. Additionally, upon further review of the Project’s bid materials, CIFAC is concerned that NVWMA did not solicit the Project as a design-build procurement despite NVWMA’s own bid materials indicating that multiple components of the Project are design-build.

This letter serves two purposes: (1) to ask how NVWMA bid the Fiber Optic Work, highlighting CIFAC’s concern that, if not formally and competitively bid, NVWMA procuring that scope of work under a separate contract would be unlawful under the Public Contract Code and (2) to request that NVWMA re-bid the Project using design-build procurement given the presence of components that NVWMA has acknowledged in its own bid materials are design-build.

I. The California Uniform Construction Cost Account Act (“CUCCAA”) Requires NVWMA to Formally and Competitively Bid the Fiber Optic Work for the Project

Public agencies that opt into CUCCAA are permitted to perform public projects via force account, negotiated contract, or purchase order only if the project’s value is \$75,000 or less.¹ If a Project is valued at less than \$220,000 the agency may utilize an informal bid procedure to procure the project.² Finally, if the project’s value is more than \$220,000, the agency is required to competitively bid the project via “formal bidding procedure.”³ Critically, under the CUCCAA

¹ Pub. Contract Code § 22032(a).

² Pub. Contract Code § 22032(b).

³ Pub. Contract Code § 22032(c).

it is “unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.”⁴

Here, the Fiber Optic Work is clearly part of the Project, as evidenced by its inclusion in the NVWMA’s handout at the Project’s preinstall meeting. As such, the Fiber Optic Work cannot be split from the Project and procured separately without formal and competitive bidding. If the Fiber Optic Work was split from the Project and not procured via formal and competitive bidding, any contract that NVWMA awards for that scope of work will be void and unenforceable.⁵ Therefore, CIFAC requests that NVWMA explain how the Fiber Optic Work was bid for this Project and commit to bidding it formally and competitively.

II. The Project Must Be Re-Procured as a Design-Build Project As, By NVWMA’s Own Admission, Many Components of this Project Are Design-Build

As a Joint Powers Authority formed by the City of Vallejo and the County of Napa, the NVWMA derives its authority to procure projects via design-build from section 22160 *et. seq.* of the Public Contract Code. The Public Contract Code defines design-build as “a project delivery process in which both the design and construction of a project are procured from a single entity.”⁶ Local agencies are authorized to use design-build procurement for projects in excess of \$1,000,000 provided that the agency adheres to the mandatory process outlined in section 22164, which includes a prequalification process to establish qualified bidders, a request for proposals with certain elements, and a “best value” or low bid selection of bidders.⁷

Here, NVWMA’s own bid materials clearly indicate that many components of the Project are being procured as design-build. In the Questions and Answers section of Addendum No. 8 of the Project’s bid documents, NVWMA referred to design-build procurement for several components of the Project. Those references are as follows:

- Response to Question 261: “PV contractor to supply DESIGN-BUILD services under *Division 48 - Electrical Power Generation*.” Response to Questions 324, 325, 336 and 337 also clearly relate to the design-build procurement of the PV services and systems.
- Response to Question 272: “See sheets 10.1 – 10.6 included in this addendum for project requirements regarding CCTV and Telephone systems (Cat 6). Design elements pertaining to access Control Systems, CATV, etc. shall be design-build using the Architectural door schedule and specifications as a basis for design.”
- Response to Question 328: “Light pole foundation bases are design-build. Structural design to be by a licensed engineer in the State of California. Design will be reviewed by the Authority.”
- Response to Question 356: “Fall restraint contractor to supply Design-Build services.” Response to Question 357 reiterates that point.

⁴ Pub. Contract Code § 22033.

⁵ See *Miller v. McKinnon* (1942) 20 Cal.2d 83, 89 (holding that public projects that are not competitively bid or otherwise awarded in violation of the Public Contract Code are “absolutely void as being in excess of the agency’s power” and therefore unenforceable); see also *Amelco Elec. v. City of Thousand Oaks* (2002) 27 Cal.4th 228, 234, 239 (same).

⁶ Pub. Contract Code § 22161(c).

⁷ Pub. Contract Code § 22162; Pub. Contract Code § 22164.

As NVWMA's responses in Amendment No. 8 demonstrate, NVWMA is clearly soliciting both design and construction services from a single entity for several components of this Project. Therefore, the Project procurement must follow the mandatory design-build procedure outlined in Public Contract Code section 22164. Because NVWMA did not bid the Project in accordance with this mandatory design-build procedure, any contract it awards will be void.⁸

Therefore, please confirm that the Project will be properly bid as design-build in accordance with Public Contract Code section 22160 *et. seq.*

III. CONCLUSION

Please respond to this letter by June 23, 2025 (1) explaining how NVWMA bid the Fiber Optic Work for this Project and confirming that NVWMA will comply with the formal competitive bid requirements under the CUCCAA and (2) committing to re-bid the Project in order to abide by the design-build requirements of Public Contract Code § 22160 *et. seq.*

Please provide the response to the undersigned, Max H. Kohn, at mkohn@unioncounsel.net, Andrea Matsuoka, at amatsuoka@unioncounsel.net, as well as Michelle Pickens, CIFAC Executive Director, at mpickens@cifac.org.

Sincerely,



Max H. Kohn
Andrea Matsuoka

MHK:lew
119274\1575523

Cc via Email: Michelle Pickens, Executive Director, CIFAC, mpickens@cifac.org
Candace Aragon, Compliance Manager, CIFAC, caragon@cifac.org

⁸ See Footnote 5.



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 nonresponsive 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
Anne Cottrell,	District 3	Anne.Cottrell@countyofnapa.org
Amber Manfree,	District 4	amber.manfree@countyofnapa.org
Belia Ramos,	District 5	belia.ramos@countyofnapa.org
Yazmin Dominguez,	District 1 Aide	Yazmin.Dominguez@CountyofNapa.org
Victoria Knoblock,	District 2 Aide	victoria.knoblock@countyofnapa.org
Leah Doyle-Stevens,	District 3 Aide	leah.doyle-stevens@countyofnapa.org
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 }

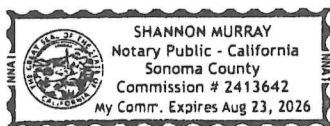
On June 3, 2025 before me, Shannon Murray, Notary Public
Date Here Insert Name and Title of the Officer

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.



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 Document

Title or Type of Document: Site Visit Affidavit

Document 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. _____	Date _____

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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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)
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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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)
	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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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)
59 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 number 462644-NW-24-12

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

Nationwide Mutual Insurance Company

Surety:

By:

Laura E. Sudduth, Attorney in Fact

By:

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.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026



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.

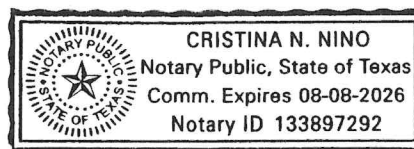
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

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

Safety/Health: Safety

Scope: Partial

Close Conference:

Advanced Notice: N

Emphasis:

Ownership: Private

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

Safety/Health: Safety

Scope: Partial

Close Conference: 04/16/2025

Advanced Notice: N

Emphasis: P:Permit, N:Ctarget,
S:Permit

Ownership: Private

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

Mailing Address:
1180 Holm Road, Petaluma, CA 94954

Union Status: NonUnion

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

Inspection Type: Unprog Rel

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 01/17/2025

Emphasis:

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	Citation 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

Union Status: NonUnion

SIC:

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

Mailing Address:

1180 Holm Road, Petaluma, CA 94954

Inspection Type: Planned

Safety/Health: Safety

Scope: Partial

Close Conference: 09/20/2024

Advanced Notice: N

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

Ownership: Private

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	Citation 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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U.S. DEPARTMENT OF LABOR

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

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Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1277

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-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1281

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Budget Amendment - Potrero Disposal Operations

RECOMMENDATION

Approval and authorization for the Executive Director to sign a Budget Amendment increasing the Potrero Landfill Disposal Operations Professional Services Appropriations by \$6,000 due to increases in transported tonnage for FY 2024-2025. The increased appropriations will be offset with the use of the available Fund Balance.

EXECUTIVE SUMMARY

The FY 2024-2025 budget assumed a waste flow to the Devlin Road Transfer Station of 276,000 tons. Actual waste flow has been closer to 280,000 tons. The continued increase in tonnage has resulted in increased Authority operating expenses resulting in the need for an additional budget amendment to the Potrero Landfill Disposal Operations appropriation to continue payments for actual services rendered.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	8100000
Is the general fund affected?	Yes
Consequences if not approved:	Invoices cannot be paid

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
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1213

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-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1254

TO: Napa-Vallejo Waste Management Authority
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Extension of Agreement with Northern Recycling Waste Management Services

RECOMMENDATION

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.

EXECUTIVE SUMMARY

The Authority's existing contract with NROWS for operation of the Devlin Road Transfer Station (DRTS) is expiring on December 31, 2025. The Authority has been negotiating with NROWS for a possible new, long-term contract. The current Agreement includes four one-year extensions, three of which have already been exercised by the Authority. Authority staff requests authorization to exercise the final of four one-year extensions while discussions continue with NROWS. This would extend the expiration date of the Agreement with NROWS until December 31, 2026.

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?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Operations of facility may be interrupted
Consequences if not approved:	Services which DRTS provides may not continue

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA pursuant

to CEQA Guidelines section 15301, as the operation of existing public facilities involving negligible or no expansion of existing use.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

June 30, 2025

Transmitted via email

Steve Kelley
General Manager
Devlin Road Transfer Station
889 Devlin Road
American Canyon, CA

RE: NROWS Contract Extension

Dear Steve,

As you know, the extended contract between NROWS and NVWMA had an expiration date of December 31, 2022, which NVWMA extended until December 31, 2025, by exercising three of the four one-year renewal options under paragraph 4.02(a) of the contract. Notification of intent to exercise a one-year extension must be made at least six months prior to the expiration of the contract. Please consider this letter as this notice.

Although there are currently ongoing discussions between NVWMA and NROWS about the possibility of a long-term contract extension, it is doubtful that a long-term contract extension can be completed before the final extension notification date of December 31, 2025. In the interest of continuity of facility operations, I intend to ask the NVWMA Board to consider a one-year extension of the agreement, to begin on January 1, 2026. This item will be tentatively scheduled for this July's meeting of the Board.

In accordance with provision of Article 4.02 b. of the Agreement, Conditions of Term Extension, I am requesting a letter from NROWS certifying that *"... since the date hereof, there shall not have occurred any material change, financial or otherwise, that would adversely affect the ability of the Guarantors to perform Guarantor's obligations under the Financial Guaranty Agreement or the ability of Contractor to perform Contractor's Obligations hereunder or its obligations under any other agreement, contract or instrument entered into or to be*

**1195 Third Street, Suite 810
Napa CA 94559
707-299-1731**

entered into by the Contractor in connection with Facility Operation, Contractor's Obligations, the services hereunder and the transactions contemplated hereby"

Please contact 'f' if you have any questions or comments.

l f r fir;..-----

Chris Celsi
Executive Director



Napa-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1328

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Settlement of 2 Notices of Violation issued by the Bay Area Air Quality Management District

RECOMMENDATION

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.

EXECUTIVE SUMMARY

The Authority maintains the closed American Canyon Sanitary Landfill with minimal daily personnel oversight. One of the components of the closed landfill is the Gas Collection and Control System (GCCS) which continuously operates to collect and flare methane gas that is generated by the landfill as its contents decompose. Methane is a greenhouse gas that contributes to climate change.

Notice of Violation 61521: On April 1, 2022, the GCCS failed to properly operate for 6¼ hours. The cause of this failure was grazing livestock (goats and sheep) which damaged a landfill lateral gas line. The damage was repaired and the GCCS returned to normal operation. Failure for the GCCS to operate continuously is a violation of the Authority's permit. The Bay Area Air Quality Management District (BAAQMD) has proposed a \$3,000 penalty to resolve this violation.

Notice of Violation 61526: On December 31, 2022, the GCCS failed to operate for 40 hours over three days. The reason was the condensate pump failed to pump water from the on-site sump. The pump was replaced, and the system was returned to operating properly on January 2, 2023. The Authority is required to notify BAAQMD immediately using online form Reportable Compliance Activity when the GCCS fails to operate. The failure was not reported until January 5, 2023. The Authority is also required to submit a 30-Day Follow Up Notification explaining what failed and why it failed. This notice was due by January 30, 2023, but it was not reported to BAAQMD until March 15, 2023. BAAQMD has proposed a \$12,000 penalty for the failure of

the GCCS, and an additional \$5,000 for the late reporting.

BAAQMD settlement proposal sent to Authority Counsel is included with this item. The settlement proposal describes the nature of each violation and how BAAQMD arrived at the proposed penalties. The violations are strict liability offenses, meaning that even if the Authority did nothing wrong (eg. damage caused by grazing goats and sheep) the Authority is still responsible. WSP, the consultant the Authority hired to operate, maintain, and submit compliance reporting for the GCCS, has agreed to pay the \$5,000 portion of the penalty associated with the late reporting in Notice of Violation 61526. Also included with this item are the 2 Notices of Violation issued in 2022, and BAAQMD's settlement form which must accompany payment.

Authority Counsel contacted counsel for BAAQMD to ask if there were any other Notices of Violation pending against the Authority. Counsel for BAAQMD indicated he did not see any more pending in their system, but on rare occasions Notices of Violations can show up late. Authority Counsel inquired because these Notices of Violation were issued in 2022, and took a long time to make their way through the system.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Paying the penalties will resolve the Notices of Violation
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Matter will proceed to litigation, where BAAQMD will likely seek higher penalties.

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.

OFFICE OF DISTRICT COUNSEL

Phone: (415) 749-4920

For Settlement Purposes Only

May 28, 2025

VIA E-MAIL: Thomas.Zeleny@CountyofNapa.org

Mr. Thomas Zeleny
Chief Deputy County Counsel
County of Napa
1195 3rd St., Room 301
Napa, CA 94559
(707) 253-4234

Re: Settlement Proposal for Notices of Violation Nos. A61521 and 61526

Dear Mr. Zeleny:

The Bay Area Air Quality Management District (“Air District”) offers to resolve the above-referenced two Notices of Violation (“NOVs”) issued to Napa Vallejo Waste Management Authority (Authority or Landfill) by total payment of a **\$20,000** civil penalty in settlement. I am the attorney for the Air District assigned either to resolve these two NOVs through settlement or to take necessary legal action.

I. Introduction

The purpose of this letter is to explain the basis for the Air District’s \$20,000 settlement offer to Napa Vallejo Waste Management Authority. For each NOV, the Air District has taken into account the eight factors specified in California Health and Safety Code § 42403 based on information developed by the District inspector and on information provided by the Authority. Please confirm receipt of this letter.

This letter proposes settlement of NOV 61526 issued for noncontinuous operation of the gas collection and control system (GCCS) at the Landfill for \$12,000 and late reporting for \$5,000, for a subtotal of \$17,000, and NOV 61521 also issued for noncontinuous GCCS operation for \$3,000, for a grand **total of \$20,000**.

II. Analysis**NOV 61526: Noncontinuous Operation of GCCS Violation**

- The Authority operates the closed American Canyon Landfill in Napa County, non-Title V Site #A9183, with minimal daily personnel oversight. The Landfill’s

condensation pump failed for an unknown reason, causing its GCCS to not operate continuously in violation of Air District Regulation (Reg.) 8-34-301.1 and 17 Calif. Code of Regulations (CCR) sec. 95464(b)(1)(A), both of which require continuous GCCS operation.

- The noncontinuous operation in the GCCS violation occurred from 12/31/22 to 1/2/23 and lasted 40 hours over 3 days. There were thus three days of violation because Calif. Health & Safety Code § (HSC) 42402(d) penalizes regulatory air pollution regulatory violations for each day or partial day of violation.
- The cause of the pump failure could not be determined.
- The Landfill reported the GCCS noncontinuous operation violation in its 30-day report detailing the cause of the incident 43 days late in violation of Air District Reg. 1-432.
- The Authority has an emergency backup generator at the Landfill, but it is not capable of restarting the GCCS automatically after power to the Landfill is disrupted. The Landfill does not have an auto-restart system that would reduce the downtime of the GCCS because restarting the GCCS would not have to wait for field personnel to do it. If the Landfill had an auto-restart system, the GCCS downtime and consequent air pollution emissions of Landfill Gas (LFG) would be reduced.
- The Landfill has an apparently decent record of compliance with three prior NOV's in the prior ten years, though the site was inspected six times during that decade. NOV 57234 issued in 2017 for a one-day strict liability component leak. NOV 60708 issued in 2021 for noncontinuous GCCS operation for 1 hour 24 minutes. NOV 60710 issued also in 2021 for noncontinuous GCCS operation for 11 hours 14 minutes.
- The amount of methane released from the Landfill during these shutdowns is unknown. However, the automatic valve did close when power was lost to the facility, reducing emissions. The Landfill's GCCS detected the pump failure and automatically started the shutdown process, which includes deactivating the induced (ID) fan to stop flow of Total Organic Compound (TOC) gases and activating the block-off valves to the flare. Because the GCCS was down for more than a day, the possibility of excess emissions is greater. The Authority claims that no emissions were expected from the incident because the GCCS is designed to close off all valves during shutdown, preventing any gas flow to atmosphere.
- The Landfill stated that pump equipment is not part of routine maintenance, but it is audio/visual checked when Landfill staff is on site.
- The Landfill requested breakdown relief which was not granted because of the Landfill's late reporting of both the initial breakdown notification, which must be done "immediately" under Reg. 1-431, and of the 30-day breakdown report, which was submitted 73 days after the occurrence, instead of within 30 days, as required by Reg. 1-432. The facility said they would meet with their third-party contractor WSP USA Inc. to prevent future late reporting.
- The Authority is a multi-governmental oversight public agency with total revenue of \$18.9 million, total expenses of \$15.5 million in FY 2020-21, and a total cash balance of \$19.6 million reserve. This is relevant to the financial burden on the defendant, which is one of the 8 statutory penalty factors to be taken into consideration by the Air District attorney in reaching a settlement, or the court in assessing a penalty.

HSC 42403(b)(8). The Authority's public agency status reduces the penalty amount somewhat. The Authority is a joint powers authority comprised of the City and County of Napa and the Cities of Vallejo and American Canyon.

- LFG contains methane and larger hydrocarbon compounds, some of which are considered toxic air contaminants (TACs). Landfill gas can be malodorous and cause air quality complaints. Methane is a greenhouse gas. LFG is about 50% methane and 50% CO₂ and water vapor. LFG also contains small amounts of N, O, and H, and less than 1% non-methane organic compounds (NMOCs), and trace amounts of inorganic compounds. NMOCs consist of certain hazardous air pollutants (HAPs) and VOCs which can react with sunlight to form ground-level ozone or smog. Nearly 30 HAPs have been identified in uncontrolled LFG, including benzene, toluene, ethyl benzene, and vinyl chloride and exposure to these pollutants can lead to adverse health effects. Source: <https://www.epa.gov/lmop/frequent-questions-about-landfill-gas#whatcomponents>.

Penalty Analysis

- While there is some suspicion of possible excess emissions because the GCCS failed to operate continuously for well over one day, actually for 40 hours over 3 days, there is no proof of excess emissions nor proof of negligence. Accordingly, both the 3 days of noncontinuous GCCS operation violations of Air District Reg. 8-34-301.1, and the 73 days of late reporting violations of Regs. 1-432 and 1-523.3, are **strict liability violations**.
- The Authority's potential strict liability for each of these one-day violations under Health & Safety Code § (HSC) 42402(a) and (d) is \$6,275 per day.¹
- The statutory maximum for the noncontinuous operations violations is \$18,825 (\$6,275/day X 3 days).
- The stat max for the late reporting violations is \$458,075 (\$6,275/day X 73 days).
- In the last 5 years at the subject facility, including the subject two NOV's citing 3 violations, there were 5 NOV's issued by the Air District to the Authority citing 7 violations, some of which are described in greater detail on the just prior page.
- Perhaps the violations could have been avoided if the condensation pump had not been run to failure, but instead replaced earlier or better maintained.
- It is conceivable that the Authority may have recourse against a consultant to recover all or part of the penalty for the late reporting, which was egregiously late.
- **In light of the total statutory maximum of \$476,900, the likelihood that the pump failure was unavoidable, the fact that the GM went out to the site on New Year's Day, the very next calendar day after the nonoperation started, the Authority's decent record of violations, a reasonable penalty for the 3 days of noncontinuous operation violations is \$4,000 per day subtotaling \$12,000.**

¹ The statutory maximum reflects the annual increase from the \$5,000 amount in HSC 42402(a) based on the California Consumer Price Index of 17.1% through 2024 under HSC 42411. The Calif. 2025 California Air Resources Board (CARB) Penalty Table is available here: https://ww2.arb.ca.gov/sites/default/files/2025-02/2025_CA_CPI_Penalty_Memo.pdf.

- For the sake of comparison, the Authority's prior NOV 61090 settled with a \$500 per day of late reporting penalty for one day late reporting. \$500 per day for the extreme 73 days late reporting here would amount to \$36,500. **A reasonable and charitable penalty for the 73 days late reporting is \$5,000.**

NOV 61521: Noncontinuous Operation of GCCS Violation

- The Landfill's **GCCS failed to operate continuously for 6 ¼ hours** on 4/1/22 in violation of Reg. 8-34-301.1 and 17 CCR sec. 95464(b)(1)(A). The cause was a torn lateral line, GR-27, which was believed to have been damaged during livestock grazing. Goats like to rub objects and may have torn the lateral lines with their horns.

Penalty Analysis

- While excess emissions from this violation are conceivable, they are unlikely because of the short duration of the noncontinuous operation. There is no proof of excess emissions nor proof of negligence. Accordingly, this noncontinuous GCCS operation violation of Air District Reg. 8-34-301.1 is also a **strict liability violation**.
- The Authority's potential strict liability and the statutory maximum for this one-day violation under HSC 42402(a) and (d) is \$6,275. It may be possible for the Landfill to take measures to protect better the GCCS from damage by livestock, and thus prevent future GCCS nonoperation violations from this cause.
- In light of the factors described on the just prior page, **a reasonable penalty for this violation is \$3,000.**

III. Conclusion

In sum, the Air District **proposes to settle the Authority's NOV 61526 for noncontinuous GCCS operation over 3 days and late reporting for \$17,000 and NOV 61521 for noncontinuous GCCS operation over 6 ¼ hours on one day for \$3,000, for the grand total amount of \$20,000.**

The Air District reserves the ability to seek higher penalties if resolution through settlement is not possible. Please be advised that the 30-day period for settlement commenced on the date of this letter.

Mr. Thomas Zeleny

May 28, 2025

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The Air District seeks to resolve all violations amicably and expeditiously. To this end, I have enclosed an Election of Payment (EOP) form that you can use to accept the settlement offer set forth in this letter. Please confirm receipt of this email and its attachments. If you have any questions, please do not hesitate to contact me, and/or have one of your associates contact me, at (415) 749-4971 or via email at JFreid@baaqmd.gov.

Sincerely,

A handwritten signature in black ink that reads "Joel Freid". The signature is written in a cursive, flowing style.

JOEL FREID

Assistant Counsel II

Enclosures: Election of Payment Form
Notice of Violations Nos. A61521 and 61526

cc: Bay Area Air District General Counsel Alexander Crockett

Notice of Violation

Notice of Violation

(front)

BAY AREA AIR QUALITY MANAGEMENT DISTRICT
375 Beale Street, Suite 600, San Francisco, CA 94105
(415) 749-5000

NOTICE OF VIOLATION No. **A 61526**

ISSUED TO: Napa Valley Waste Management ☒ P ☐ G ☐ N# A9183
ADDRESS: End of Eucalyptus Rd.
CITY: Napa STATE: CA ZIP: 94558
PHONE: (706) 821-8438
☐ N# Mailing Address on F61

OCCURRENCE
NAME: _____ ☒ Same As Above
ADDRESS: _____
CITY: _____ ZIP: _____
SOURCE: S# 1 NAME: Landfill
EMISSION PT: P# _____ NAME: _____
DATE: 12/31/22 TIME: 1600 HRS

☐ REG 2 RULE 1 SEC 301 No Authority to Construct
☐ REG 2 RULE 1 SEC 302 No Permit to Operate
☐ REG 1 SEC 301 H & S CODE - 41700 Public Nuisance
☒ REG 2 RULE 1 SEC 307 Failure to Meet Permit Condition
☐ REG 5 SEC 301 Prohibited Open Burning
☐ REG 6 RULE 1 SEC 301 Excessive Visible Emissions
☒ REG 8 RULE 34 SECTION 301.1 CODE _____
☐ REG _____ RULE _____ SECTION _____ CODE _____

Details: Gas collection and control system not operated continuously

RECIPIENT NAME: Chuck Bowling C.
TITLE: manager

SIGNING THIS NOTICE IS NOT AN ADMISSION OF GUILT X [Signature]

→ WITHIN 10 DAYS, RETURN A COPY OF THIS NOTICE WITH A WRITTEN DESCRIPTION OF THE IMMEDIATE CORRECTIVE ACTION YOU HAVE TAKEN TO PREVENT CONTINUED OR RECURRENT VIOLATION. **THIS VIOLATION IS SUBJECT TO SUBSTANTIAL PENALTY.** YOUR RESPONSE DOES NOT PRECLUDE FURTHER LEGAL ACTION.

ISSUED BY: Samy Thao INSP # 866
DATE: 3/23/23 TIME: 1000 HRS ☐ MAILED

PLEASE PRESS HARD

Continued On Reverse

Notice of Violation

Notice of Violation

INSTRUCTIONS

PERMIT VIOLATIONS - (REG 2, RULE 1, SECTION 301 AND/OR 302)

Within 30 days, a permit application must be submitted to the District's Permit Division. The permit application must reference the Violation Notice Number Shown on the front of this notice. If either the Violation Notice Number is not referenced or no permit application is received, then this matter will be referred to the District's Legal Department for legal action. Your response does not preclude further legal action.

If there are any questions regarding the submission of a Permit Application, call the Permit Services Division at (415) 749-4990.

ALL OTHER VIOLATIONS

Within 10 days, return a copy of this notice with a written description of the corrective action you have taken to prevent continued or recurrent violation. Immediate corrective action must be taken to stop the violation. This violation is subject to substantial penalty. Your response does not preclude further legal action.

A variance should be sought if it is necessary to continue to operate in violation of District Regulations. For information on eligibility for, or filing of, a variance, call (415) 749-5073.

(back)

Notice of Violation

Notice of Violation

DISTRICT

NOTICE OF VIOLATION

No. **A 61521**

ISSUED TO: Napa Valley Waste Management ☒ P ☐ G ☐ N# 08 A9183
 ADDRESS: 1195 3rd St, Room B10
 CITY: Napa STATE: CA ZIP: 94559
 PHONE: (707) 333 5568
☐ N# Mailing Address on F61

OCCURRENCE

NAME: End Eucalyptus Road
 ADDRESS: _____ ☐ Same As Above
 CITY: Napa ZIP: 94558
 SOURCE: S# 1 NAME: CROSS TIE Landfill
 EMISSION PT: P# _____ NAME: _____
 DATE: 4/01/22 TIME: 1215 HRS

☐ REG 2 RULE 1 SEC 301
No Authority to Construct

☐ REG 2 RULE 1 SEC 302
No Permit to Operate

☐ REG 1 SEC 301
H & S CODE - 41700
Public Nuisance

☒ REG 2 RULE 1 SEC 307
Failure to Meet Permit Condition

☐ REG 5 SEC 301
Prohibited Open Burning

☐ REG 6 RULE 1 SEC 301
Excessive Visible Emissions

☒ REG 8 RULE 34 SECTION 301.1 CODE _____
☐ REG _____ RULE _____ SECTION _____ CODE _____

Details: Gas collection did not operate continuously

RECIPIENT NAME: Chuck Bowling Jr.
 TITLE: manager

SIGNING THIS NOTICE IS NOT
 AN ADMISSION OF GUILT X _____

→ WITHIN 10 DAYS, RETURN A COPY OF THIS NOTICE WITH A WRITTEN
 DESCRIPTION OF THE IMMEDIATE CORRECTIVE ACTION YOU HAVE
 TAKEN TO PREVENT CONTINUED OR RECURRENT VIOLATION. THIS
VIOLATION IS SUBJECT TO SUBSTANTIAL PENALTY. YOUR RESPONSE
 DOES NOT PRECLUDE FURTHER LEGAL ACTION.

ISSUED BY: Sany Thuo INSP # 866
 DATE: 8-12-22 TIME: 2:16 HRS ☐ MAILED

PLEASE PRESS HARD

Continued On Reverse

(front)

Notice of Violation

Notice of Violation

INSTRUCTIONS

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(back)

SETTLEMENT AND ELECTION OF PAYMENT

In the matter of:

Napa Vallejo Waste Management Authority

Site # A9183

Notices of Violation Nos. A61521 and A61526

The Bay Area Air Quality Management District (“District”) has issued the Notices of Violation (“NOVs”) referenced above to the Napa Vallejo Waste Management Authority (“Respondent”), alleging that Respondent violated District regulation(s) described in the NOVs.

Respondent elects and agrees to pay the monetary civil penalty of **Twenty Thousand Dollars (\$20,000)** in complete settlement of **NOVs Nos. A61521 and A61526** pertaining to **Napa Vallejo Waste Management Authority, Site No. A9183**. Respondents agree to pay the full amount of **\$20,000**, payment to be made by check or money order and to be **RECEIVED** by the District **by July 9, 2025**. Respondent agrees that failure to pay by the due date constitutes a breach of this agreement and renders the entire amount immediately due and payable.

Upon receipt of the total monetary civil penalty due, the District releases Respondent from any further liability pertaining to the violations or conduct alleged in the NOVs. Further, this settlement precludes the District from seeking criminal or civil penalties under California Health & Safety Code Section 42400 et seq. or from taking administrative action for the same violations or conduct alleged in the NOVs.

Respondent understands and agrees that the District may rely upon the NOVs and may offer proof thereof in connection with any administrative or judicial proceeding not related to the actions that are the basis for the NOVs for purposes of establishing a violation history.

Respondent understands and agrees that settlement of this matter by payment of this monetary civil penalty is reasonable, fair, and in the best interests of the District and Respondent.

The undersigned expressly affirms that he or she is authorized to execute this Settlement and Election of Payment on behalf of Respondent.

Napa Vallejo Waste Management Authority
1195 3rd Street, Room 301
Napa, CA 94559

By: _____
Title: _____
Signature _____
Date: _____

INSTRUCTIONS

1. Enclose in accompanying envelope a check or money order made payable to “Bay Area Air Quality Management District” and mailed to: Legal Division, 375 Beale St., Suite 600, San Francisco, CA 94105.
2. Include on the face of your check or money order NOVs Nos. A61521 and A61526

**PLEASE RETAIN A COPY FOR YOUR RECORDS
AND INCLUDE A COPY OF THIS FORM WITH YOUR PAYMENT.**



Napa-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1211

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-Vallejo Waste
Management Authority
Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 7/21/2025

File ID #: 25-1212

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.