



City of St. Helena
Regular City Council Meeting
Tuesday, January 9, 2024 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes. The Mayor may reduce the four minute time limit for all speakers in circumstances where a large number of citizens intend to make public comment.

Public comment for meetings will be accepted via email to publiccomment@cityofstheleena.org. All public comments must be received three hours prior to the meeting. All other public comments received after the deadline will be attached to the item the next business day or soon thereafter. Public comments will not be read out loud but will be publicly available and attached to the on-line agenda.

The schedule of upcoming meetings and published meeting agendas can be found on the City of St. Helena website at <https://stheleena.civicweb.net/portal/>.

Page

1. CALL TO ORDER
2. ROLL CALL
Mayor: Paul Dohring, Vice Mayor Eric Hall:, City Council Members: Anna Chouteau, Lester Hardy, Billy Summers
3. PLEDGE OF ALLEGIANCE
4. ADOPTION OF THE AGENDA
5. APPROVAL OF THE MINUTES

Estimated start time: 6:05 p.m.

- 5.1. Consideration and proposed approval of Regular Meeting Minutes of December 14, 2024

7 - 14

Prepared By: Cindy Tzaferopoulos, City Clerk

Recommendation:

Approve

[12-12-2023 Regular City Council - Minutes](#)

6. PUBLIC FORUM:
Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 4 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Council Members for clarifications may be posed and answered, and Council Members may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

Estimated start time: 6:10 p.m.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:

Reports by staff and/or Council Members on items of general interest. Brief questions for clarification may be posed and answered, and Council Members may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

Estimated start time: 6:20 p.m.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

None

9. STAFF BRIEFING

9.1. Demonstration of New Citizens Request Portal - St. Helena Grapevine by Lesley Milton, Asst. to the City Manager

Estimated start time: 6:30 p.m.

10. CONSENT ITEMS

Members of the Council or the public (present at the meeting) may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

Estimated start time: 6:40 p.m.

- 10.1. Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Pavement Restoration project, Capital Improvement Project R22-79. 15 - 19

CEQA Determination: Exempt

Prepared By: Mario Traverso, Project Manager, Rebecca White, Administrative Assistant

Recommendation:

Approve the Resolution

[Staff Report - Pdf](#)

- 10.2. Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Coastland Civil Engineering LLP for the R24-79 Pavement Restoration Project in an amount not-to-exceed \$110,226 and authorizing the City Manager to execute the agreement. 21 - 42

CEQA Determination: Exempt

Prepared By: Mario Traverso, Project Manager

Recommendation:

Adopt the attached Resolution.

[Staff Report - Pdf](#)

- 10.3. Approval of a Resolution ratifying additional expenditures and contracts modifications totaling \$575,877.90 related to Resolution 2023-106 Public Emergency for Discolored Water and authorizing use of Water Operations Fund balance for the repairs.

43 - 75

CEQA Determination: Not a CEQA project
Prepared By: Lesley Milton, Asst. to the City Manager
Recommendation:
Approve the Attached Resolution
[Staff Report - Pdf](#)

11. PUBLIC HEARINGS

None

12. OLD BUSINESS

None

13. NEW BUSINESS

None

14. CITY COUNCIL REPORTS:

- 14.1. A. Association of Bay Area Governments (ABAG) - Executive Board
B. Association of Bay Area Governments (ABAG) - General Assembly
C. Napa Valley Tourism Corporation (Umbrella for Napa County)
D. League of California Cities – North Bay Division
E. Napa County City Selection Committee
F. Napa County Flood Control and Water Conservation District
G. Youth Opportunities Commission
H. Napa County Local Agency Formation Commission (LAFCO)
I. Napa Valley Transportation Authority (NVTa)
J. Napa County Watershed Information Center & Conservancy (WICC)
K. Upper Valley Waste Management Agency
L. Napa County Groundwater Sustainability Plan Advisory Committee
M. Napa County Regional Climate Action Committee
N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

The next Regular City Council meeting is scheduled for January 23, 2024, at 6:00 p.m.

This agenda was posted at City Hall, 1088 College Avenue, and at Vintage Hall, 465 Main Street, St. Helena, California on January 4, 2024.



Cindy Tzaopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1088 College Avenue, St. Helena, California, during normal business hours and by appointment. In addition, such writings or documents will be made available on the City's web site at <https://sthenela.civicweb.net> and will be available for public review at the respective meeting.

MINUTES
City of St. Helena
Regular City Council Meeting
Tuesday, December 12, 2023 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at <https://sthelena.civicweb.net/Portal/> or by calling the City Clerk at (707) 968-2742. The City Council video is the official record of the Council meeting.

Present: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers

Absent: None

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADOPTION OF THE AGENDA**
- 5. ADOPTION OF MINUTES**

- 5.1 Consideration and proposed approval of Regular Meeting Minutes of November 28, 2023 and Special Meeting Minutes of November 28, 2023

Vice Mayor Eric Hall moved to approve Regular Meeting Minutes of November 28, 2023 and Special Meeting Minutes of November 28, 2023. The motion was seconded by Council Member Billy Summers and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

- 6. PUBLIC FORUM:**

No public comment was received.

- 7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB**

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1234 REPORTS:

City Attorney Ethan Walsh reported there was no reportable action from the Special City Council Closed session meeting.

Reports were made by staff and Council.

8. PRESENTATIONS AND PUBLIC RECOGNITIONS

8.1 Excellence in Service Delivery Initiative - Staff Update

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Assistant City Manager
Recommendation:
Receive and File

Assistant City Manager April Mitts reported on item.

9. STAFF BRIEFING

Staff to provide informational update on Flood Project Condition Assessment and remind public of operational dynamic between the Project, Notification/Evacuation and Flood Stage Gauges monitored by Napa County, National Oceanic and Atmospheric Agency and the City of St Helena.

Public Works Director Joe Leach reported on the item.

10. CONSENT ITEMS

Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

10.1 Adoption of a resolution certifying the Measure T Maintenance of Effort (MOE) for Fiscal Year 2022-23 and a resolution certifying of 6.67% Equivalent Fund expenditures for Fiscal Year 2022-23 under Measure T Program.

CEQA Determination: Not a CEQA project
Prepared By: Mandy Kellogg, Administrative Services Director
Recommendation:
Adopt the attached resolutions.

10.2 Consideration of a Resolution to set a Public Hearing for 6:00 p.m. Tuesday, January 23, 2024, to consider objections to the proposed annexation of the properties known as 855 Pratt Avenue, St. Helena, CA (APN 009-030-063), into the St. Helena Municipal Sewer District No.1, MSD Annexation No. 147; and 1532 Sulphur Springs Avenue, St. Helena, CA (APN 009-362-019), into

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the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 148.

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Project Manager

Recommendation:

Staff request City Council to adopt a resolution to consider the applicants' requests and order a public hearing to be scheduled for January 23, 2024.

- 10.3 Consideration and Adoption of a Resolution approving the Pavement Management Plan 5-Year List of Projects and approving the Measure T 5-Year List of Projects.

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Project Manager

Recommendation:

Adopt the Resolution.

- 10.4 Consideration and approval of a Resolution authorizing: (1) the outfitting of four new Police Department vehicles by Lehr; (2) the City Manager to execute all necessary agreements for the outfitting of the vehicles; and (3) a budget adjustment in the amount of \$10,896 to Account #212-4900-2630.

CEQA Determination: Exempt

Prepared By: Justin Tharp, Lieutenant

Recommendation:

Approve the attached Resolution.

- 10.5 Consideration and proposed approval of a resolution: (1) Duly approving and adopting a publicly available pay schedule in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5, which includes a revised salary schedule for the Part-time Casual Worker classifications, (2) Approving the addition of Part-time Associate classifications, and (3) Approving a budget increase in the amount of \$11,126 to Part-time Salary and Benefits utilizing General Fund Reserves.

CEQA Determination: Not a CEQA project

Prepared By: Mandy Kellogg, Administrative Services Director

Recommendation:

Approve the attached resolution.

- 10.6 Approval of a Resolution with BKF authorizing execution of Amendment #2 to St. Helena Contract 2020-086 for additional services needed to complete the design for Capital Improvement Project R19-05 Grayson Avenue and South Crane Avenue Rehabilitation, authorizing an additional expenditure of \$27,350 for a total not-to-exceed amount of \$217,489.

CEQA Determination: Not a CEQA project

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Prepared By: Lesley Milton, Asst. to the City Manager, Mario Traverso, Project Manager

Recommendation:

Approve the resolution authorizing the Contract Amendment #2 to STH Contract 2020-086.

- 10.7 Consideration and adoption of a Resolution accepting the tenant improvements for the City Hall campus at Napa Valley College Campus as complete, and direct staff to record a Notice of Completion with Napa County Recorder's Office for Capital Improvement Project C22-01 for the Contract for Murray Builders.

CEQA Determination: Categorically Exempt, Section 15323

Prepared By: Joseph Leach, Public Works Director and City Engineer, Lesley Milton, Asst. to the City Manager

Recommendation:

Staff recommends City Council adopt the attached Resolution and direct staff to file the notice of completion.

Council Member Anna Chouteau moved to adopt consent as presented. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

11. PUBLIC HEARINGS

- 11.1 Consideration and proposed approval of a Resolution approving the annexation of the property known as 1516 Sulphur Springs Avenue, St Helena, CA (APN 009-362-018), into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 146.

CEQA Determination: Not a CEQA project

Prepared By: Mario Traverso, Project Manager

Recommendation:

It is recommended the City Council adopt a Resolution approving the annexation of the territories into the St Helena Municipal Sewer District No. 1 MSD.

Public Works Director Joseph Leach reported on item.

Jeff Feeney addressed the City Council.

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Vice Mayor Eric Hall moved to approve staff's recommendation. The motion was seconded by Council Member Lester Hardy and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers

NOES: None

ABSENT: None

ABSTAIN: None

RECUSE: None

12. OLD BUSINESS

None

13. NEW BUSINESS

- 13.1 Antonio and Rita Castellucci have submitted a Pre-Application Review for a proposed a mixed-use commercial project that includes 75 hotel rooms, 10 residential units, a restaurant and bar, retail space, a café, a spa, a fitness center, a conference center and underground parking at the former Bank of America location at 1001 Adams Street in the Business, Professional and Office (BPO) zoning district.

CEQA Determination: Not a CEQA project

Prepared By: Aaron Hecock, Senior Planner

Recommendation:

Staff recommends that the City Council receive the applicant's presentation and provide the applicant feedback on the concept plan including but not limited to:

1. Request for a General Plan Amendment and Zoning Map Amendment to Central Business District to accommodate the mixed use project at the proposed location;
2. Potential issues or concerns about the concept;
3. Preference on if the bar/restaurant component should be active ground floor use that engages the street versus upper floor; and
4. Points of emphasis to address with the formal application and Development Agreement.

Antonio Castellucci introduced the project and provided a presentation.

Kirsty Shelton, Palisades Land Use Consultancy and Jarrod Denton, Signum Architects made a presentation.

Public Comment was received by Jeff Feeney and Cynthia Ariosta.

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City Council was supportive of the General Plan Amendment and Zoning Map Amendment to Central Business District to accommodate the mixed-use project at proposed location. The City Council would like to see the design include more pedestrian interactivity, ground level activation on the first floor.

The City Council took a break at 7:42 pm and reconvened at 7:53 pm.

13.2 ULI Technical Advisory Panel Report Discussion and feedback

CEQA Determination: Not a CEQA project

Prepared By: Maya DeRosa, Community Development Director

Recommendation:

Receive report and provide recommendations on items from TAP report for City staff to prioritize for completion.

Maya DeRosa, Director of Community Development provided a presentation.

Cynthia Ariosta addressed the City Council.

Council supported report ideas that included innovative design concepts such as widening sidewalks between Adams and Spring by removing center median on Main Street, activating the Sunshine Market parking lot and installing twinkle lights in particular alleyways.

13.3 Consideration of a resolution Approving an Updated Water Agreement for Meadowood Napa Valley

CEQA Determination: Not a CEQA project

Prepared By: Ethan Walsh, City Attorney

Recommendation:

That the City Council adopt a resolution approving the updated Water Agreement for Meadowood Napa Valley.

City Attorney Ethan Walsh reported on the item.

Council Member Hardy recommended text edits to agreement to make the it clearer. City Attorney Walsh agreed to change the following under section 3 of the agreement under "Permissible Uses": (b) added "uses defined by" St. Helena Municipal code...(c) changed "any resolution adopted by the City Council" to read "uses authorized by any resolution adopted by City Council in furtherance of this Agreement".

Kevin Teague addressed the City Council.

Vice Mayor Eric Hall moved to continue the meeting beyond 9:00 pm. The motion was seconded by Council Member Anna Chouteau and on roll call

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carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

Council Member Anna Chouteau moved to approve the amended Updated Water Agreement for Meadowood Napa Valley. The motion was seconded by Vice Mayor Eric Hall and on roll call carried by the following vote:

AYES: Mayor Paul Dohring, Vice Mayor Eric Hall, Council Member Anna Chouteau, Council Member Lester Hardy, and Council Member Billy Summers
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

14. CITY COUNCIL REPORTS:

- 14.1 A. Association of Bay Area Governments (ABAG) - Executive Board
- B. Association of Bay Area Governments (ABAG) - General Assembly
- C. Napa Valley Tourism Corporation (Umbrella for Napa County)
- D. League of California Cities – North Bay Division
- E. Napa County City Selection Committee
- F. Napa County Flood Control and Water Conservation District
- G. Youth Opportunities Commission
- H. Napa County Local Agency Formation Commission (LAFCO)
- I. Napa Valley Transportation Authority (NVTa)
- J. Napa County Watershed Information Center & Conservancy (WICC)
- K. Upper Valley Waste Management Agency
- L. Napa County Groundwater Sustainability Plan Advisory Committee

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December 12, 2023

M. Napa County Regional Climate Action Committee

N. Council Ad Hoc and Standing Committee Reports

15. ADJOURNMENT

Mayor Dohring adjourned the meeting at 9:15 p.m.

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	January 9, 2024
FROM:	Mario Traverso, Project Manager, Rebecca White, Administrative Assistant
SUBJECT:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Pavement Restoration project, Capital Improvement Project R22-79.
RECOMMENDED ACTION:	Approve the Resolution
PREVIOUS COUNCIL ACTION:	City Council awarded the construction contract for the project to Argonaut Constructors on September 27, 2022. City Council approved a Resolution to amend project scope items and budget on March 28, 2023.
STATEMENT OF THE PURPOSE:	Consideration and proposed adoption of a Resolution accepting the work and directing the filing of the Notice of Completion for the Pavement Restoration project, Capital Improvement Project R22-79.
FINANCIAL IMPACT:	None

BACKGROUND:

The Pavement Restoration Project, Capital Improvement Project R22-79 was the annual pavement maintenance and restoration project administered by the City. The scope of the project was defined by the 5-Year pavement management plan which included new pavement overlays, microsurface treatments, pedestrian improvements and roadway striping improvements. This project was primarily funded through the Measure T Tax revenue, the County wide 1/2 cent sales tax which supports various roadway and transportation-related improvements.

DISCUSSION:

The scope of the Pavement Restoration Project R22-79 represents *Year 1* of the previous *5-Year Pavement Management Plan*. This plan was approved in December 2022 and recently updated in December 2024. The scope of the project included pavement maintenance and restoration for sections of the following streets:

- College Avenue
- Voorhees Circle
- Tainter Street
- Stockton Street
- Chiles Avenue
- June Lane

- Valley View Street
- Pope Street

Work commenced on the Pavement Restoration Project R22-79 in November 2022 and was generally completed by March 2023. The project included approximately 1 mile of roadway rehabilitation throughout the City, the installation of over 35 ADA access points, and over 8,000 square feet of new crosswalk and roadway striping. The work resulted in an overall increase of the Pavement Condition Index (PCI) for the City from 47 to 53.

There were multiple situations experienced during the course of the project that are reflected by increased expenditures associated with the project. These generally include the following:

- The R22-79 construction plans accounted for the replacement of curb ramps at Pope and College, but the City had a separate CIP project, R21-04, with completed designs for the intersection. The R21-04 plans were substituted for the original plans after the project began. This resulted in increased quantities and change orders associated with the substitution. The R21-04 project had a standalone budget of \$244,000, the inclusion of R21-04 with R22-79 resulted in significant overall cost savings.
- The R22-79 construction plans did not provide an adequate replacement pavement section for College Avenue and Valley View Street. Adjustments had to be made in the field which included additional pavement grinding and the addition of a 1" asphalt leveling course. This resulted in increased contract quantities associated with the additional asphalt.
- The City utilized Argonaut Constructors to perform the emergency water main repair at Pope Street and College Avenue. While the costs associated with this work were funded by the water operations budget, the work was performed under the R22-79 contract.
- The City utilized Argonaut Constructors to perform the emergency sewer main repair at Charter Oak and Main Street. Similarly, the costs associated with this work were funded by the wastewater operations budget, the work was performed under the R22-79 contract.
- The R22-79 design plans contained many design discrepancies associated with the curb ramp replacements. This resulted in additional costs related to mid-construction redesign efforts.
- The section roadway rehabilitation of Pratt Avenue from the SR29 to the Treasury driveway was added to the scope of work which resulted in increased quantities for grinding, pavement and fabric.
- Additional crosswalk striping was requested which included work items listed in the Safe Routes to School / Active Transportation Plan.

The breakdown of project costs is as follows:

Expenditures	
Original Contract Items	\$ 1,157,192.50

Pope & College Intersection Substitution	\$ 60,413.78
Additional Contract Quantities	\$ 95,850.02
Pope Street Emergency Work	\$ 28,035.62
Charter Oak Emergency Work	\$ 42,907.62
Costs Resulting From Design Errors	\$ 26,570.57
SRTS & ATP Crosswalk Striping	\$ 18,752.00
Total	\$ 1,429,722.11

Upon approval of the resolution accepting the completion for the project, staff will file the appropriate notifications with the County and close out the project.

ENVIRONMENTAL REVIEW: None

DOCUMENTS ATTACHMENTS:

[Attachment 1 - Resolution Accepting Completion R22-79](#)

CITY OF ST. HELENA

RESOLUTION NO. 2023-

**Resolution accepting the work
and final project construction
costs of \$1,429,722.11 and
directing the filing of the Notice
of Completion for CIP Project
R22-79 Pavement Restoration**

RECITALS

- A. The project plans for the work were approved by the Director of Public Works pursuant to authority by St. Helena City Council on July 26, 2022; and
- B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on August 11, 2022 a notice inviting bids was posted and mailed to contractors inviting bids for the R22-79 Pavement Restoration Improvements Project; and
- C. On September 6, 2022, four (4) bids were received and opened in accordance with applicable law; and
- D. The lowest responsive and responsible bidder for the Project was Argonaut Constructors, of Santa Rosa, CA in the amount of \$1,157,192.50; and
- E. On September 27, 2022, the City of St. Helena Council awarded the R22-79 Pavement Restoration Project to Argonaut Constructors in the amount of \$1,157,192.50, authorized the City Manager to execute a construction contract in the amount of \$1,157,192.50 with Argonaut Constructors for R22-79 Pavement Restoration Project, and authorized the Director of Public Works to approve change orders not-to-exceed 15% of the contract amount; and
- F. The Public Works Director/City Engineer directed the Contractor to include various substitutions, emergency repairs, and design alterations totaling \$272,529.61; and
- G. The City Council approved the resulting scope amendments and budget transfers in Resolution 2023-28; and

- H. The final construction contract amount is \$1,429,722.11; and
- I. The project has been inspected and Argonaut Constructors has completed the work in accordance with the contract documents for the project; and
- J. If no liens or claims have been filled within 35 days of filing the Notice of Completion, the retained payment funds, and any amount due will be released to Argonaut Constructors.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. The contract entitled R22-79 Pavement Restoration, with the final contract amount of \$1,429,722.11, is accepted as complete; and
- 2. The Public Works Director/City Engineer is authorized to release retention and prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

Approved at a Regular Meeting of the St. Helena City Council on January 9, 2024 by the following vote:

Mayor Dohring: _____
Vice Mayor Hall: _____
Councilmember Chouteau: _____
Councilmember Hardy: _____
Councilmember Summers: _____

APPROVED: ATTEST:

Paul Jamison Dohring, Mayor
Clerk

Cindy Tzafoopoulos, City
Clerk



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	January 9, 2024
FROM:	Mario Traverso, Project Manager
SUBJECT:	Consideration and proposed adoption of a resolution approving a Professional Services Agreement with Coastland Civil Engineering LLP for the R24-79 Pavement Restoration Project in an amount not-to-exceed \$110,226 and authorizing the City Manager to execute the agreement.
RECOMMENDED ACTION:	Adopt the attached Resolution.
PREVIOUS COUNCIL ACTION:	The City Council approved the 5-Year Capital Improvement Program in June 2023 which included project R24-79 with a design budget of \$132,300 for FY2023/24 expenditure.
STATEMENT OF THE PURPOSE:	Approve a Professional Services Agreement with Coastland Civil Engineering LLP for the R24-79 Pavement Restoration Project.
FINANCIAL IMPACT:	The annual Pavement Restoration Project, CIP Project No. R24-79 is included in the adopted five-year Capital Improvement Program with an allocated design budget of \$132,300 utilizing Measure T funds.

BACKGROUND:

The City of St. Helena is responsible for the maintenance of public streets within the City limits. On June 2023, City Council adopted the 5-Year Capital Improvement Program which includes the R24-79 Pavement Restoration Project. The City of St. Helena utilizes engineering design services to prepare plans, specifications, and construction estimates. A proposal to perform this service was prepared by Coastland Civil Engineering LLP, as they currently provide on-call engineering services for the City.

DISCUSSION:

Coastland Civil Engineering LLP has provided engineering and design services for various projects within the City for many decades including professional engineering services for significant pipeline replacement projects and surface restoration projects. Coastland Civil Engineering LLP has also provided consultant services for development engineering, plan check and City engineering services. Currently, Coastland Civil Engineers provides on-call engineering services. Coastland Civil Engineering has provided the City with a proposal and scope of services to prepare the plans,

specifications and estimates for the FY2024/25 Pavement Restoration Project. The proposal is attached as Exhibit A. The City Engineer has reviewed the proposal and it is determined to be satisfactory.

The plans, specifications, and estimates are scheduled to be completed by March 2024 in anticipation of construction activities commencing on July 1, 2024. The project will include the surface restoration of many high priority street segments in the City including Spring Street, Edwards Street, Hunt Avenue, Pratt Avenue, and all streets in the Sylvaner neighborhood. Additionally, pedestrian and bicycle improvements will be incorporated, including repairs to sidewalks and curb ramps. The streets included in the scope of the project reflect Year 1 of the recently approved 5-Year Pavement Management program which was presented to City Council on November 28, 2023, and approved by City Council on December 12, 2023. The project is estimated to cost \$2.5 - \$3 million dollars which will be funded by revenues from Measure T and SB1.

The Pavement Restoration project is Categorically Exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use.

ENVIRONMENTAL REVIEW: None

DOCUMENTS ATTACHMENTS:

[Resolution - R24-79 Engineering Design Services](#)

[Exhibit A - Scope of Services](#)

[PSA - R24-79 Engineering Design Services](#)

CITY OF ST. HELENA
RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING, LLP IN AN AMOUNT NOT-TO-EXCEED \$110,226 FOR THE R24-79 PAVEMENT RESTORATION.

RECITALS

- A. The City of St. Helena utilizes engineering services to provide plans, specifications, and construction estimates for the annual Pavement Restoration Project; and
- B. Coastland Civil Engineering LLP provides the City with on-call engineering services supporting Public Works and the Capital Improvement Program and has provided a proposal for engineering design services for the R24-79 Pavement Restoration Project; and
- C. In accordance with SHMC Title 3, Article 4, Section 3.04.320 Award of professional service contracts based on competence, City staff has determined Coastland Civil Engineering LLP has the appropriate engineering consulting experience required to provide engineering services to develop plans, specifications, and construction estimates for project R24-79 Pavement Restoration Project and to ensure work is performed in compliance with City requirements and standards and the project plans and specifications; and
- D. The City's adopted Capital Improvements Program allocated \$132,300 for design costs for the R24-79 Pavement Restoration Project; and
- E. The Professional Services Agreement with Coastland Civil Engineering LLP is for an amount not-to-exceed of \$110,226.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Authorizes a Professional Services Agreement with Coastland Civil Engineering, LLP and an amount not-to-exceed \$110,226 for the R24-79 Pavement Restoration Project.
2. Authorizes the City Manager to Execute the Agreement.

Approved at a Regular Meeting of the St. Helena City Council on January 9, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk



December 18, 2023
 Mario Traverso
 City of St. Helena
 1088 College Avenue
 St. Helena, CA 94574

Subject: Proposal for FY24/25 Pavement Restoration Project

Dear Mario,

In response to your request, we are pleased to present this letter proposal for professional engineering services associated with providing plans, specifications, and engineer's opinion of probable cost for the FY24/25 Pavement Restoration Project.

PROJECT UNDERSTANDING

The City desires to rehabilitate the existing pavement in the Sylvaner Neighborhood, Edwards St, portion of Hunter Avenue, Pratt Avenue, Birch Avenue and a portion of Spring Street. The City has budgeted an estimated \$1.2M - \$1.6M for construction. Project funding is understood to be both Measure T and local monies. At the Pratt Avenue railroad crossing it is assumed the new paving will either stop at the crossing or be paved through and new crossing panels will not be installed. Further coordination will be needed to determine the paving limits. The list of streets are as follows:

- Sylvaner Ave
- Chablis Cir
- Chablis Ct
- Pinot Wy
- Chardonay Wy
- Colombard Ct
- Hunt Ave – Edwards St to 867 Hunt Ave
- Edwards St
- Pratt Ave – 650' east of Hwy 29 to Silverado Trail
- Birch Ave – Valley View St to Hudson Ave
- Spring St – Hudson Ave West to Stockton St

Pavement rehabilitation methods are anticipated to be a combination of 2"-2.5" overlay with pavement reinforcing fabric in accordance with the City's PMP. We will work with the City to evaluate the proposed rehabilitation methods. It is understood there may be future utility improvements to consider when evaluating the method selected.

Within the project limits there are nineteen locations where existing curb ramps will need to be reconstructed or new ramps will be constructed where none currently exist to meet current ADA requirements. The three curb ramps at the intersection of Edwards Street and Pope Street will include enhanced pedestrian crosswalks and accommodate future RRFB installation by the City. Bulbouts will also be evaluated at this intersection. At Spring St and Crane Ave a new mid-block crossing will be installed just west of Crane Ave. Bulbouts will be also be evaluated at this intersection. The remaining fourteen curb ramps are assumed to be replaced with standard Caltrans Case C ramps in nearly the same location. The curb ramp locations are listed as follows:

- Sylvaner Ave & Pinot Wy (2)
- Sylvaner Ave & Reisling Wy (2)
- Pinot Wy & Chablis Ct (4)
- Pinot Wy & Chablis Cr (2)
- Pinto Wy & Chardonay Ct (2)
- Chardonay Ct & Colombard Ct (2)
- Edwards St & Pope St (3)
- Spring St at Crane Ave (2)

Portions of broken or lifted curb, gutter, and sidewalk will also be replaced.

Santa Rosa
 1400 Neotomas Avenue
 Santa Rosa, CA 95405
 Tel: 707.571.8005

Auburn
 11641 Blocker Drive, Ste. 170
 Auburn, CA 95603
 Tel: 530.888.9929

Pleasant Hill
 3478 Buskirk Avenue, Ste. 1000
 Pleasant Hill, CA 94523
 Tel: 925.233.5333

Fairfield
 420 Executive Court North, Ste. G
 Fairfield, CA 94534
 Tel: 707.702.1961

www.coastlandcivil.com

December 18, 2023
Mr. Mario Traverso

Based on our review of the project, we don't anticipate the need for easements or right-of-way acquisition. All work should be within City owned right-of-way.

We are assuming the environmental documentation for this project will be a Categorical Exemption under the California Environmental Quality Act (CEQA). The City will be responsible for preparing any necessary environmental clearances.

It is understood that the City will prepare the front end and technical specifications. Coastland will review the technical specifications to verify all contract work items are included.

Construction will need to begin in early July 2024 with bid documents anticipated to be completed by March 2024.

PROJECT APPROACH

Based on our understanding of the project needs, our approach to the design will involve making the best use of the available project budget while providing the highest quality finished project possible.

Pavement test holes are anticipated to be performed by City staff where necessary to assess the existing pavement and aggregate base thicknesses. This information will be used in our design to determine the appropriate thickness of asphalt concrete grind and overlay. If record information is available providing the existing pavement section thickness, pavement test holes are not anticipated.

As we have extensive experience in design of these types of projects, we can provide cost-efficient and creative ways to repair the street and sidewalks. Initially, we will walk each of the sites to identify specific areas of broken curb, gutter, and sidewalk. The existing sidewalk and curb ramps will also be reviewed for conformance with current federal ADA standards. Non-conforming areas will be documented for inclusion on the improvement plans. This proposal assumes there won't be significant sidewalk replacement due to excessive cross slope.

Most of the curb ramp reconstructions are anticipated to be "field fit" by the Contractor with the exception of the following intersections: Edwards St and Pope St, Sylvaner and Pinot Wy, Pinot Wy and Chablis Ct, Pinot Wy and Chablis Cir, Spring St and Crane Ave. These intersections will be field surveyed with a detailed site and grading plan provided.

SCOPE OF WORK

TASK 1 – PROJECT MEETINGS, PRELIMINARY RESEARCH AND COORDINATION

Meetings with City Representatives

We propose to meet with City staff to discuss project details, establish goals, review the project schedule and coordinate efforts. Included are the project kick-off meeting and two (2) progress design reviews (75%, and 100% submittals).

Background Information

We will assemble available City information pertaining to the project including as-built drawings, utility information (including any replacement schedules), base maps, right-of-way data and additional pertinent information for the project.

We will take digital photos of the site and observe existing conditions in the field so we may be able to identify any unusual or special conditions that may affect the project design or construction. We will also note existing striping, utility castings requiring adjustment, and areas for dig-out repairs.

December 18, 2023
Mr. Mario Traverso

Utility Coordination

We propose to coordinate with outside utility companies to ensure that all existing facilities, both underground and overhead, are identified accurately during the design phase. We will write letters to PG&E, AT&T, and Comcast informing them of the project and requesting their facility drawings.

TASK 2 – TOPOGRAPHIC SURVEY

Our subconsultant, Cinquini and Passarino, Inc. (CPI), will conduct the topographic survey of the specific curb ramp locations mentioned below that are within the project area. The topographic survey will be at a drawing scale of 1 inch = 20 feet, unless otherwise requested, with a one foot contour interval. The topographic survey will include the following:

- Topographic survey coverage area will include the following intersections:
 - Pinot Way at Sylvaner Avenue
 - Pinot Way at Chablis Circle
 - Edwards Street at Pope Street
 - Spring Street from Allyn Avenue to the centerline of Crane Avenue
- Mapping will include the curb returns, 50 feet beyond the curb returns. The width of the mapping will be from back of sidewalk to back of sidewalk however additional mapping will occur behind the back of sidewalk at the curb returns. We will also collect the pavement elevation five feet into the street as measured from the lip of cutter at curb returns.
- Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations, curb lines, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information), utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger, retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.
- Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations.
- Topographic map to horizontally relate to California Coordinate System of 1983, Zone II, Epoch 2017.50.
- A BOUNDARY SURVEY IS NOT A PART OF THIS SCOPE OF WORK.

TASK 3 – 75% IMPROVEMENT PLANS AND ESTIMATE

Following our background research, including documentation gathering, utility coordination, topographic survey, and field review, we will prepare a 75% submittal, which will include 75% drawings and preliminary engineer's opinion of probable construction costs. The drawings will consist of a cover sheet and plan sheets utilizing aerial imagery supplemented with the topographic survey obtained under Task 2. Plan sheets will depict the necessary detail for placement of the asphalt overlay including grinding, pavement reinforcement fabric, curb ramp reconstruction, and other pertinent information. As part of this submittal, we will also review the City provided technical specifications.

Coastland | DCCM's Construction Manager will perform a review of the 75% documents and walk the site to ensure constructability. Through this review, we will help minimize claims and potential change orders as well as look for opportunities to save money by using alternate construction methods.

We will provide the City with electronic files of the 75% plans, specifications and estimate (PDF, MS Word and MS Excel formats as appropriate).

TASK 4 – 100% IMPROVEMENT PLANS AND ESTIMATE

Following the City's review, we will address comments on the 75% submittal and provide the City with electronic copies of the 100% plans, specifications and engineer's opinion of probable construct cost for review to verify all comments have been addressed. Following the City's final review, we will prepare final bid documents, including stamped and signed drawings and specifications. The final approved drawings in electronic AutoCAD format, and all related files in MS Word, MS Excel, and PDF formats as appropriate will be provided to the City.

December 18, 2023
Mr. Mario Traverso

TASK 5 – BID ASSISTANCE

During the bidding process, we will provide bid assistance to the City to answer questions that may arise during the bidding phase. This will include assisting the City in preparing up to one (1) addendum that may be necessary. We will also attend a pre-bid conference for prospective bidders.

Please note that the time associated with this task does not include any time necessary for bid protests. If a bid protest is issued by any of the bidders, we can provide this as an additional service on a time and materials basis, as the time to process the protest is unknown.

EXCLUSIONS

The following work is not included in our proposal. However, Coastland | DCCM would be pleased to provide these services if the City desires:

- Environmental assessments or permitting.
- Low Impact Development (LID) design
- Easements, or preparation of associated documents.
- Public coordination and outreach.
- Construction Management or inspection assistance.

PROJECT FEE

As outlined in the attached work estimate, we propose to provide these services on a time and materials basis with a not-to-exceed budget of \$110,226. The total amount we have specified is only for our described scope of work. If the City requests work to be performed outside the scope of work or if the scope of work changes, we reserve the right to renegotiate the cost for the additional work. Please note that we have estimated a budget of \$350 for reimbursable costs. This amount is included in the above total and is for reimbursable costs that are typically billed on an as-incurred basis plus 15%.

We hope this proposal meets your expectations. If you have any questions regarding this proposal, you can reach John at (707) 636-7023 wanger@coastlandcivil.com or Steve at (707) 708-1538 vansaun@coastlandcivil.com. We thank you for this opportunity and look forward to working with you.

Sincerely,
Coastland Civil Engineering, LLP



John Wanger, PE
CEO



Steve Van Saun, PE
Supervising Engineer

Attachments: Work Estimate

COASTLAND DCCM WORK ESTIMATE								
FY24/25 Pavement Restoration Project		Engineering Design Services				City of St. Helena		
Task Information							Hours & Cost	
TASK	Principal Engineer	Supervising Engineer	Assistant Engineer	Junior Engineer	Construction Manager	Cinquini & Passarino, Inc	TOTAL HOURS	TOTAL FEE
	\$235	\$210	\$175	\$145	\$200			
1 Project Meetings, Preliminary Research and Coordination								
Kick off Meeting	2	2					4	\$890
Design Progress Meetings (2)		4					4	\$840
Project Management		32					32	\$6,720
Background Information		2	2	6			10	\$1,640
Field Review		24	24				48	\$9,240
Utility Coordination		2	4	4			10	\$1,700
Subtotal							108	\$21,030
2 Topographic Survey								
Topographic Survey		2		4		\$11,006	6	\$12,006
Subtotal							6	\$12,006
3 75% Plans and Estimate								
75% Plans	2	32	140	60			234	\$40,390
Engineer's Estimate		2	4	8			14	\$2,280
QA/QC	4				8		12	\$2,540
Subtotal							260	\$45,210
4 100% Plans and Estimate								
Final Plans	2	12	100	40			154	\$26,290
Engineer's Estimate		2	2	6			10	\$1,640
QA/QC	2				2		4	\$870
Subtotal							168	\$28,800
5 Bid Assistance								
Bidding Assistance	2	6	4		2		14	\$2,830
Subtotal							14	\$2,830
Direct Costs (repro, mileage, etc.)								\$350
Total Cost	14	122	280	128	12		556	\$110,226

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _____, 2024 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Coastland Civil Engineering, LLP (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as R24-79 Pavement Restoration Project.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, “Scope of Services”** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, “Scope of Services”** (the “Services”), unless such additional Services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of Services shall be as identified in **Exhibit A, “Scope of Services”**. The parties expressly agree that time is of the essence in the performance of this Agreement.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, “Compensation” attached hereto and made a part hereof. Total compensation shall not exceed \$110,226.00 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. Each original invoice furnished shall include the expenses incurred during the preceding month, the cumulative Agreement amount,

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Coastland Civil Engineering, LLP

and the amount remaining on the Agreement. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the Services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

A. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons in the same or similar geographical area engaged in providing Services similar to those required of Consultant under this Agreement.

B. In order to induce City to enter into this Agreement, Consultant represents that it is duly organized, existing and in good standing under applicable state law; Consultant is licensed to perform all aspects of the Services; Consultant will employ only persons and Subconsultants with all required licenses and certifications; that Consultant is duly qualified to conduct business in the State; that Consultant has duly authorized the execution, delivery and performance of this Agreement and the Services to be performed herein; and that the Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Consultant.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least \$2,000,000 of professional liability insurance. When Consultant is not a design professional, Consultant shall maintain at least \$1,000,000 of professional liability insurance combined single limit for each occurrence, insuring against professional errors and omissions in the Services performed by Consultant under this Agreement, including, without limitation, claims for negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate advice arising out of, resulting from, or in connection with Services performed by Consultant under this Agreement.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of \$25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), as may be applicable, Consultant shall indemnify, defend, and hold harmless City, its agents, officers, officials, employees, representatives, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith, including legal fees and expert witness costs)

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Coastland Civil Engineering, LLP

(collectively, “Liabilities”), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees, subconsultants, and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of, pertaining to, or relating to such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (i.e., a “design professional,” pursuant to Civil Code § 2782.8(c)), the provisions of this section regarding Consultant’s duty to defend and indemnify apply only to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant’s expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant’s obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City’s sole negligence, active negligence, or willful acts or misconduct.

E. Duty to Cooperate. Each party shall notify the other party immediately in writing of any claim or damage related to activities or Services performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of all Liabilities arising out of the activities or Services under this Agreement.

F. In the event that Consultant executes any subconsulting agreements in connection with the Services performed under this Agreement, Consultant shall place in all such subconsulting agreements, and cause its subconsultants to agree to, the indemnity and insurance obligations in favor of City and other Indemnitees, as provided herein, in the exact form and substance of those contained in this Agreement.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City, nor any

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Coastland Civil Engineering, LLP

elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST AND ANTI-FRAUD AND ANTI-CORRUPTION POLICIES

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related Services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing Services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project

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Coastland Civil Engineering, LLP

completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing Services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for Services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – COMPLIANCE WITH CALIFORNIA LABOR CODE REQUIREMENTS

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and

harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

B. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

C. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 17 – AUDIT AND INSPECTION OF RECORDS

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, technical reports and investigations, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement.

C. Consultant shall permit City to audit, examine and make copies, excerpts and transcripts from such records, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years

after City makes the final or last payment or within three (3) years after any pending issues between City and Consultant with respect to this Agreement are closed, whichever is later.

SECTION 18 – LIMITATION OF LIABILITY

A. Consultant agrees that any liability of City arising in connection with this Agreement shall be limited exclusively to the City-entity identified as the “City” under this Contract. Under no circumstance shall any other City-entity be liable to Consultant under any theory, whether in contract, tort, or otherwise, and Consultant waives unconditionally any such claims. Consultant hereby waives and release other City-entites from any liability under this Agreement.

B. Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed hereunder.

SECTION 19 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, “Scope of Services”, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 20 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile, email, or first class mail, addressed as follows:

To City: City Manager
 1088 College Avenue
 St. Helena, California 94574

To Consultant: John Wagner
 President | CEO
 Coastland Civil Engineering, LLP
 1400 Neotomas Avenue,
 Santa Rosa, CA 95405

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, email, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 21 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 22 – ATTORNEYS' FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 23 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 24 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 25 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the Services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the Services required under this Agreement, prior to any such performance.

SECTION 26 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed

after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 27 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 28 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 29 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 30 – THIRD PARTY BENEFICIARIES

Consultant's subconsultants shall agree to be bound to the terms of the Agreement to the extent of their scope of Services, including but not limited to, terms regarding indemnity and dispute resolution, and shall agree that City is deemed an express third party beneficiary of their subconsultant agreements. Nothing contained in this Agreement, however, shall operate to confer such or similar rights or benefits on persons or entities not party to this Agreement.

SECTION 31 – STATUTES OF LIMITATION

As between the parties to this Agreement, any applicable statute of limitations for action arising out of, pertaining to, or relating to any act or failure to act in connection with this Agreement shall commence to run on the date of City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects and/or deficiencies, for which the applicable statute of limitation shall begin to run upon discovery of the defect and/or deficiency and its cause.

SECTION 32 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

City:

By: _____
Name: John Wagner
Title: Principal | CEO

By: _____
Name: Anil Comelo
Title: City Manager

Approved as to Form:

By: _____
Name: Ethan Walsh
Title: City Attorney



Agenda Report to the City Council

Agenda Section: CONSENT ITEMS

Department: Public Works

DATE:	January 9, 2024
FROM:	Lesley Milton, Asst. to the City Manager
SUBJECT:	Approval of a Resolution ratifying additional expenditures and contracts modifications totaling \$575,877.90 related to Resolution 2023-106 Public Emergency for Discolored Water and authorizing use of Water Operations Fund balance for the repairs.
RECOMMENDED ACTION:	Approve the Attached Resolution
PREVIOUS COUNCIL ACTION:	- On August 22, 2023, Council adopted resolution 2023-106 declaring a public emergency for the remediation of brown water - On September 26, 2023 the Council adopted Resolution 2013-130 ratifying expenditures of \$1,225,458 and establishing CIP Project W24-09 Staff Report - On October 24, 2023 Council adopted Resolution 2023-140 approving additional expenditures of \$54,236 for labor to install pumps
STATEMENT OF THE PURPOSE:	Ratify the know expenditures and accept the update.
FINANCIAL IMPACT:	During this period \$212,090 of expenditures were encumbered and one contract amendment was processed reducing the previously approved obligation by \$787,968. Therefore, the fiscal impact during this period reduced the project expenditures by \$575,878. This action updates CIP Project W24-09 with a project budget of \$703,816.

BACKGROUND:

The City made note of the impact the emergency was having on residents and businesses and their quality of life and the need to expeditiously repair the relevant portions of the Water infrastructure.

Consistent with governing regulations, the Public Works Department solicited proposals to perform investigation and remediation, identify the cause of the discoloration, determine whether the discoloration poses a safety issue to City water customers, and to took the necessary action to remediate the issue causing the water emergency.

Pursuant to Public Contract Code section 22050(b)3, the City Manager or designee is required to report to the City Council regarding the status of the water emergency, efforts taken to remediate the emergency, and the need to continue the emergency action at every regularly scheduled meeting until the emergency action is terminated.

Additionally, under Municipal Code Section 3.04.290(b) the City Manager is authorized to enter into contracts to remediate the emergency but also must bring such contracts back to the City Council for ratification.

Current actions taken to remediate the water emergency:

- Systematic Hydrant Flushing: Since early August, the Water Division has performed hydrant flushing. This has allowed them to focus on specific areas of the City, isolate issues, and work to mitigate problems. The team flushes hydrants regularly and is testing specific sections of the City at least three days a week to determine which areas may need additional flushing.
- The City continues to comply with both state and federal regulations when it comes to testing the water coming from the treatment plant and throughout the distribution system.
- The City is contracting with four primary firms to help improve water quality in the short and long-term. Tasks include:
 - Inspection and remediation of the filters at the treatment plant.
 - Cleaning, surface preparation, and recoating the Clearwell
 - Replacing and/or cleaning pumps for the Clearwell.

Staff continue to engage specialty contractors to provide cleaning/inspection services for the pipeline between the Clearwell and Tank 1A. If any additional expenditures are incurred or desired, they will be brought before the City Council for subsequent ratification.

DISCUSSION:

As of this report, the city has engaged in the following additional contracted services to help improve the water quality an service delivery. staff are requesting the City Council ratify the below contractual services consistent with Municipal code Section 3.04.290(b) and authorize any associated contracts.

Contractor	Description	Amount
Marine Industrial Tank Inc.	Elimination of Tank 1A cleaning and relining	\$-787,967.90
ERS Industrial Services	Gravity Filter Media Change out	\$ 212,090.00
	Total This Period	-575,877.90
	Total Previously	1,279,694.00

Approved	
Total Expended to	
Date	\$703,816.10

Contract & Expenditure Details This period**Marin Industrial Tank Inc. Amendment to contract removing the relining of Tank 1A**

The City had engaged the services of MIT in September for cleaning and re-lining of the Clearwell tank as well as Tank 1A. Further research concluded that the Tank 1A relining was not necessary and it has been removed from the agreement.

Total Cost for Services: \$946,860.40 - \$787,967.90=\$158,892.50

Estimated Time to Complete Task: Clearwell cleaning and relining was completed the week of December 11th.

ERS Industrial Services - Gravity Filter Media Change Out

The City had engaged the services of ERS Industrial Services for rehabilitation of two gravity filters at the Water Treatment Plant Facility for increased filtration of particulate matter during backwashing.

Total Cost for Services: \$212,090.00

Estimated Time to Complete Task: Filter media rehabilitation work was completed the week of December 11th.

ENVIRONMENTAL REVIEW: This is not a project.

DOCUMENTS ATTACHMENTS:

[2023-106 Ratifying Emergency Public Project without Public Bidding relating to Discolored water](#)

[2023-130 - Establishing CIP W24-09 Emergency repairs to water infrastructure to address discolored water](#)

[2023-140 Amending Emergency Repairs to Water Infrastructure to address discolored water](#)

[STH Contract FY2024-040 - ERS W24-09 WTP Gravity Filter](#)

[Amendment 1 STH Contract FY2024-019-01A - Marine Industrial Tank](#)

[20240109 Draft Resolution Water Emergency Contracts](#)

CITY OF ST. HELENA

RESOLUTION NO. 2023-106

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ST. HELENA RATIFYING EMERGENCY PUBLIC PROJECT
WITHOUT PUBLIC BIDDING RELATING TO THE
PRESENCE OF DISCOLORED WATER IN THE PUBLIC
WATER SYSTEM**

WHEREAS, Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

WHEREAS, Public Contract Code section 22035 authorizes the City Council of the City of St. Helena (“City”), in cases of emergency when repair or replacements are necessary, to proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts, and if notice for bids to let contracts will not be given, the City shall comply with Public Contract Code section 22050; and

WHEREAS, Public Contract Code section 22050(a) authorizes the City to proceed with awarding a public works contract to perform emergency work without giving notice for bids to let contracts upon adoption by the City Council by a four-fifths vote of a resolution finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency; and

WHEREAS, Public Contract Code section 22050(b) permits the governing body of a local agency to delegate authority to its city manager to make an emergency determination and take immediate action related to that emergency, which the City Council did in Municipal Code section 3.04.290(b); and

WHEREAS, the City has received a precipitous increase in complaints from City residents regarding, brown, discolored water from areas fed by the City’s Bell Canyon Water Treatment Plant (“Plant”), and based on the following facts, the City Manager determined on August 16, 2023, that an emergency exists (“Water Emergency”) that will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to that emergency:

A. Upon inspection of the Plant’s water tanks, City staff noted with respect to Tank 1A a build-up of certain minerals that may contributed to the water discoloration, and noted adherence of adherence debris to the tank; and

B. While the City has not yet obtained information that suggests that the water is unsafe by state or federal standards, the City must immediately continue its investigation to determine whether the water is safe; and

C. Given the sharp increase in complaints associated with discolored water, the immediate need to further investigate the safety of the water source, and to ensure that the residents have access to safe and clear water, the City must take immediate investigatory and remedial actions without delay.

WHEREAS, the City Manager determined the Water Emergency did not permit undergoing the formal competitive bidding process, or any other required procurement process, to obtain the services required to address the Water Emergency because there is an imminent need to take immediate action to identify the cause of the discoloration, determine whether the discoloration poses a safety issue to City residents, and to take any necessary and related action to remediate the issues causing the Water Emergency; and

WHEREAS, the City Manager is currently soliciting proposals to enter into a contract(s) to perform such investigation and remediation, or has already entered into such contracts, to immediately address the issues giving rise to the Water Emergency; and

WHEREAS, pursuant to Public Contract Code section 22050(b)(3), the City Manager must report to the City Council the reasons justifying why the Water Emergency will not permit a delay resulting from a competitive solicitation for bids and why the action(s) it took, to the extent applicable, is necessary to respond to the emergency; and

WHEREAS, pursuant to Public Contract Code section 22050(c)(2), the City Council must review the emergency action by the City Manager and determine by a four-fifths vote, not later than seven (7) days or at its next regularly scheduled meeting if that meeting will not occur later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, that there is a need the continue the action.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. HELENA AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. That the public interest and necessity demand the immediate expenditure of public funds for emergency work related to the Water Emergency in order to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

SECTION 3. That the emergency would not permit a delay that would have resulted from a competitive solicitation for bids and that action was necessary to respond to the Water Emergency.

SECTION 4. That the City Manager's emergency determination and award of emergency contracts to the extent applicable, are hereby ratified, and if no contracts have been awarded by the City Manager, the City Manager may enter into such contracts consistent with its delegated authority under Municipal Code section 3.04.290(b), and bring such contracts back to the City Council for ratification.

SECTION 5. That the City Manager, or his or her designee, is hereby authorized to continue taking any directly related and immediate action required by the Water Emergency and directed to report back to the City Council regarding the status of the Water Emergency and need to continue the emergency action at every regularly scheduled meeting until the emergency action is terminated.

SECTION 6. That the approvals herein authorized are necessary to protect the public health, safety and welfare.

SECTION 7. This Resolution shall become effective immediately.

Approved at a Regular Meeting of the St. Helena City Council on August 22, 2023, by the following vote:

Mayor Paul Dohring: YES

Vice Mayor Eric Hall: YES

Council Member Anna Chouteau: YES

Council Member Lester Hardy: YES

Council Member Billy Summers: YES

APPROVED:



Paul Jamison Dohring, Mayor

ATTEST:



Cindy Tzaopoulos, City Clerk



CITY OF ST. HELENA

RESOLUTION NO. 2023-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA: (1) ESTABLISHING CIP W24-09 – EMERGENCY REPAIRS TO WATER INFRASTRUCTURE TO ADDRESS DISCOLORED WATER AND ESTABLISHING A BUDGET OF \$1,225,458, (2) RATIFYING KNOWN EXPENDITURES OF \$1,225,458, (3) AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND CONTRACTS PERTAINING TO RESOLUTION 2023-106 PUBLIC EMERGENCY FOR DISCOLORED WATER; AND (4) AUTHORIZING UTILIZATION OF FUND BALANCE FROM THE WATER OPERATIONS FUND 561 AND TRANSFERRING THE FUNDS TO THE WATER CAPITAL IMPROVEMENT FUND 764.

RECITALS

- A. On August 22, 2023, the City Council adopted Resolution 2023-106 ratifying a public emergency due to the presence of brown, discolored water from areas fed by the City's Bell Canyon Water Treatment Plant; and
- B. The declaration was necessary to provide a mechanism under the Public Contract Code Section 1102 to expedite repair or replacement of necessary infrastructure to remediate the situation; and
- C. This action allows the City to proceed with awarding Public Works contracts, obtain services, and obtain supplies in order to perform emergency work outside of typical procurement regulations; and
- D. The Public Works Department has been soliciting proposals to perform investigation and remediation, identify the cause of the discoloration, determine whether the discoloration poses a safety issue to City water customers, and to take any necessary action to remediate the issue causing the water emergency; and
- E. It is necessary to establish a Capital Improvement Program (CIP) for the associated remediation; and
- F. The City has engaged in the contracted services located in Table 1 to help improve the water quality and service delivery; and

Table 1 – Contracted Services through 9/21/23

Contractor	Description	Amount
West Yost Professional Services Agreement	Engineering Services Clearwell and Tank 1A Rehab	\$56,731.00
ERS Industrial Services Purchase Order - General Services	Filter Inspection Services	\$21,070.00
Marine Industrial Tank, Inc. Purchase Order - General Services	Tank 1A and Clearwell Inspection Services	\$15,200.00
Pumpman Purchase Order - Equipment	Municipal Pump and Motor Replacement	\$185,596.41
Marine Industrial Tank, Inc. Construction Contract	Tank1A and Clearwell Cleaning, Resurfacing, and Relining	\$946,860.40
	TOTAL	\$1,225,457.81

G. The City Council must ratify these contractual services consistent with Municipal Code Section 3.04.290(b) and authorize any associated contracts.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Establishes CIP W24-09 – Emergency Repairs to Water Infrastructure to Address Discolored Water and establishing a budget of \$1,225,458.
2. Ratifies known expenditures of \$1,225,458.
3. Authorizes the City Manager to execute all necessary agreements, contracts, and documents related to the expenditures outlined in Table 1 in the Recitals as it relates to CIP W24-09.
4. Authorizes utilization of \$1,225,758 of fund balance from the Water Operations Fund 561 and transferring the funds to the Water Capital Improvement Fund 764.

Approved at a Regular Meeting of the St. Helena City Council on September 26, 2023, by the following vote:

Mayor Paul Dohring: YES

Vice Mayor Eric Hall: YES

Council Member Anna Chouteau: YES

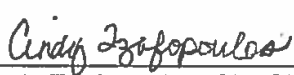
Council Member Lester Hardy: YES

Council Member Billy Summers: YES

APPROVED:


Paul Jamison Dohring, Mayor

ATTEST:


Cindy Tzafopoulos, City Clerk



CITY OF ST. HELENA
RESOLUTION NO. 2023-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA: (1) AMENDING CIP W24-09 – EMERGENCY REPAIRS TO WATER INFRASTRUCTURE TO ADDRESS DISCOLORED WATER AND INCREASING THE BUDGET TO \$1,279,694, (2) RATIFYING KNOWN ADDITIONAL EXPENDITURES OF \$54,236, (3) AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND CONTRACTS PERTAINING TO RESOLUTION 2023-106 PUBLIC EMERGENCY FOR DISCOLORED WATER; AND (4) AUTHORIZING UTILIZATION OF FUND BALANCE FROM THE WATER OPERATIONS FUND 561 AND TRANSFERRING THE FUNDS TO THE WATER CAPITAL IMPROVEMENT FUND 764.

RECITALS

- A. On August 22, 2023, the City Council adopted Resolution 2023-106 ratifying a public emergency due to the presence of brown, discolored water from areas fed by the City's Bell Canyon Water Treatment Plant; and
- B. The declaration was necessary to provide a mechanism under the Public Contract Code Section 1102 to expedite repair or replacement of necessary infrastructure to remediate the situation; and
- C. This action allows the City to proceed with awarding Public Works contracts, obtain services, and obtain supplies in order to perform emergency work outside of typical procurement regulations; and
- D. The Public Works Department has been soliciting proposals to perform investigation and remediation, identify the cause of the discoloration, determine whether the discoloration poses a safety issue to City water customers, and to take any necessary action to remediate the issue causing the water emergency; and
- E. It is necessary to establish a Capital Improvement Program (CIP) for the associated remediation; and
- F. On September 26, 2023 the City Council ratified the following contracted services located in Table 1 to help improve the water quality and service delivery; and

Table 1 – Contracted Services through 9/21/23

Contractor	Description	Amount
West Yost Professional Services Agreement	Engineering Services Clearwell and Tank 1A Rehab	\$56,731.00
ERS Industrial Services Purchase Order - General Services	Filter Inspection Services	\$21,070.00
Marine Industrial Tank, Inc. Purchase Order - General Services	Tank 1A and Clearwell Inspection Services	\$15,200.00
Pumpman Purchase Order - Equipment	Municipal Pump and Motor Replacement	\$185,596.41
Marine Industrial Tank, Inc. Construction Contract	Tank1A and Clearwell Cleaning, Resurfacing, and Relining	\$946,860.40
	TOTAL	\$1,225,457.81

- G. The City Council must ratify all contractual services consistent with Municipal Code Section 3.04.290(b) and authorize any associated contracts.
- H. On September 26, 2023 the City Council also established CIP W24-09 – Emergency Repairs to Water Infrastructure to Address Discolored Water and establishing a budget of \$1,225,458
- I. Since that meeting, the city has engaged one additional service provider to help improve water quality and service delivery as listed in Table 2.

Table 2 – Contracted Services through 10/18/2023

Contractor	Description	Amount
Pumpman Purchase Order - Equipment	Municipal Pump and Motor Replacement	\$54,236
	TOTAL	\$54,236

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Authorizes a modification to CIP W24-09 for a total budget of \$1,279,694
2. Authorizes the City Manager to execute all additional necessary agreements, contracts, and documents related to the expenditures outlined in Table 2 in the Recitals as it relates to CIP W24-09.
3. Authorizes utilization of and additional \$54,236 of fund balance from the Water Operations Fund 561 and transferring the funds to the Water Capital Improvement Fund 764.

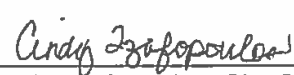
Approved at a Regular Meeting of the St. Helena City Council on October 24, 2023, by the following vote:

Mayor Paul Dohring:	YES
Vice Mayor Eric Hall:	YES
Councilmember Chouteau:	YES
Councilmember Hardy:	YES
Councilmember Summers:	YES

APPROVED:


Paul Jamison Dohring, Mayor

ATTEST:


Cindy Tzaopoulos, City Clerk



STH CONTRACT FY 2024-040

CITY OF ST. HELENA
1080 College Avenue, St. Helena, CA 94574

CONSTRUCTION SERVICES AGREEMENT

Job Name: W24-09 WTP Gravity Filter Media Change Out

Agreement No. PW W24-09
QUOTE #: SHC040523-1Q

DATE: 11/13/23

1. IDENTIFICATION OF CONTRACTOR:

ERS Industrial Services 2120 Warm Springs Court, Fremont, CA 94539

Phone: 510.770.0202

Contact: Nik Radonich, Sales/Engineering Manager

SALES@ERSFILTER.COM

SCOPE OF THE WORK

See Scope of Work attached as Appendix A. [To include drawings, technical specifications, etc.]

2. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement (Contract Sum) is as follows:

\$212,090.00 Total Not to Exceed Cost

3. to be paid as (**check one**): (1) ☒ lump sum; (2) ☐ lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of **\$212,090.00**. All payments (**check one**): ☒ shall not be subject to a five percent (5%) retention.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 30 calendar days of Commencement Date.

Final Completion Date: Within 60 calendar days of Substantial Completion.

4.01 Liquidated Damage Amounts.

- A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

Construction Services Agreement
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- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

- 5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):
 - A. Appendix A – Scope of Work
 - B. Appendix B – General Conditions
 - C. Appendix C – Insurance
 - D. Appendix D – Construction Performance Bond
 - E. Appendix E – Construction Labor and Materials Payment Bond
- 5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.
- 5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

City of St. Helena, 1088 College Avenue, St. Helena, CA 94574
and via email to lmilton@cityofstheleena.org

CONTRACTOR:

Signature

Print Name & Title

Date

OWNER: City of St. Helena

Signature

Anil Comelo, City Manager

Date

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

Appendix A to Construction Services Agreement

SCOPE OF WORK

Filter Media Change Out on two (2) one cell Gravity filters located at the Luis Estralla Plant in St. Helena.

Scope of Supply for (2) gravity filters:

- Remove Filter media, test, and dispose at and approved landfill.
- Pressure wash and clean filter, inspect and make recommendations for repairs if needed.
- Clean and rebuild surface wash arms including new bearings, seals and nozzles
- Supply and install new filter media.

Clarifications:

- Filters will be worked on (1) at a time.

Standard Provisions agreed to by Contractor:

1. Qualified manpower:
 - a. Onsite Supervisor/Environmental Technician/Hole Watch
 - b. Certifications in Forklift/Reach Lift, Crane Operator, Confined Space & Rescue, and First Aid/CPR/AED
2. Equipment and PPE:
 - a. High-power industrial vacuum system
 - b. Ventilation fan for air circulation
 - c. Four gas monitors for pre-entry and continuous LEL testing
 - d. Air-purifying respirators (supplied air respirators available if required)
3. Safety Regulations:
 - a. Confined Space:
 - i. Tripod/winch for emergency evacuation
 - ii. Fall arrest harnesses with safety lanyards for all men
 - iii. Permit-required confined space entry permits as applicable
 - iv. Daily monitoring log
 - b. 2-Way radios for communication with in-tank personnel
 - c. Cellular phone as an emergency response tool
4. New media as follows:
 - a. Filter Gravel
 - b. Filter Garnett (2) Layers
 - c. Filter Sand
 - d. Filter Anthracite

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

- 2.00 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Each billing furnished shall include the current billing amount, the cumulative contract amount, and the amount remaining in the contract. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.
- 2.01 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by

any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.

- 2.02 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation.
- 2.03 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- 2.04 Conflicts of Interest and Anti-Fraud and Anti-Corruption Policies**
- A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.
 - B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.
 - C. Consultant understands and acknowledges City maintains an anti-fraud and anti-corruption policy to protect the City, its operations, and its employees from and against financial risks, operational breaches, and unethical, fraudulent and corrupt activities. Consultant represents and warrants that Consultant, its subcontractor(s) / subconsultant(s) and their respective employees providing services pursuant to the Agreement are (1) in good standing; (2) have not been previously investigated, convicted, or debarred for fraudulent or corrupt activities; (3) will not participate in fraudulent or corrupt activities, and (4) will take steps to ensure that its employees and subcontractor(s) / subconsultant(s) employees do not participate in any fraudulent or corrupt activities. Consultant acknowledges and agrees further that it has a duty to and will report to City any information or incident(s) about possible fraudulent or corrupt activities Consultant may discover, and will cooperate in any fraud or corruption investigation conducted, with respect to Consultant's service provided pursuant to this Agreement.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public

Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in Napa County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- 2.09 Mandatory Contractor and Subcontractor Registration.** *[Applies if Bid is submitted on or after March 1, 2015 or if Agreement is awarded on or after April 1, 2015]* Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.10 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that 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 Contractor shall comply with such provisions before commencing the performance of the Work.
- 2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$25,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
 - B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).
- 2.12 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, 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, or 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 Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible

for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[\$2,000,000]** each occurrence and **[\$2,000,000]** general aggregate, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **[\$2,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
3. Workers' Compensation Employers' Liability limits not less than **[\$2,000,000]** each accident, **[\$2,000,000]** per disease and **[\$2,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the City of St. Helena, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **[\$10,000]** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
5. Insurance policies in Appendix C shall contain an endorsement containing the following terms:
 - 5.01 City of St. Helena, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.
 - 5.04 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above.
7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of [A-,VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

Appendix D to Construction Services AgreementBond No. 5362211
Premium: \$2,909.00**CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, City of St. Helena, a General Law City and municipal corporation of the State of California (Owner) has awarded to ERS Industrial Services as Principal a Construction Services Agreement dated the 13th day of November, 2023 (Agreement), titled The **W24-09 WTP Gravity Filter Media Change Out Project** in the amount of \$212,090.00 which Agreement is by this reference made a part hereof, for the work described as follows:
 - Remove Filter media, test, and dispose at and approved landfill.
 - Pressure wash and clean filter, inspect and make recommendations for repairs if needed.
 - Clean and rebuild surface wash arms including new bearings, seals and nozzles
 - Supply and install new filter media
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and Great American Insurance Company as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.
8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

Construction Services Agreement
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10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of November, 2023.

CONTRACTOR AS PRINCIPAL

ERS Industrial Services, Inc.

Company: _____ (Corp. Seal)



Signature

Nikolaus Radonich

Name

Secretary / Treasurer

Title

2120 Warm Springs Court

Street Address

Fremont, CA 94539

City, State, Zip Code

SURETY

Great American Insurance Company

Company: _____ (Corp. Seal)



Signature

Stephanie Agapoff

Name

Attorney-In-Fact

Title

301 E. 4th Street

Street Address

Cincinnati, OH 45202

City, State, Zip Code

ACKNOWLEDGMENT

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 Sacramento)

On 11/22/23 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared Stephanie Agapoff,
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 *Tina S. Salas* (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 22224

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CATHERINE A. PINNEY	BOTH OFF	BOTH
STEPHANIE AGAPOFF	PETALUMA, CALIFORNIA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of JULY, 2023.



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of JULY, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of November, 2023.



Atty L C. B.

Assistant Secretary

S1029AH (03/20)

Appendix E to Construction Services Agreement

Bond No. 5362211
 Premium: Included in
 Performance Bond

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of St. Helena**, a General Lay and municipal corporation of the State of California (**Owner**) has awarded to **ERS Industrial Services Inc.**, as Principal a Construction Services Agreement, dated the 13th day of November, 2023 (**Agreement**), titled The **W24-09 WTP Gravity Filter Media Change Out Project** located at 410 Crystal Springs Rd, St. Helena, CA in the amount of \$212,090.00 which Agreement is by this reference made a part hereof, for the work described as follows:
 - Remove Filter media, test, and dispose at and approved landfill.
 - Pressure wash and clean filter, inspect and make recommendations for repairs if needed.
 - Clean and rebuild surface wash arms including new bearings, seals and nozzles
 - Supply and install new filter media
2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and Great American Insurance Company as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$207,420.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of November, 2023.

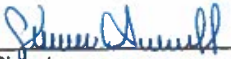
CONTRACTOR AS PRINCIPAL

ERS Industrial Services, Inc.
 Company: _____ (Corp. Seal)


 Signature

SURETY

Great American Insurance Company
 Company: _____ (Corp. Seal)


 Signature

Nikolas Rudner
Name

Secretary / Treasurer
Title

2120 Warm Springs Court
Street Address

Fremont, CA 94539
City, State, Zip Code

Stephanie Agapoff
Name

Attorney-In-Fact
Title

301 E. 4th Street
Street Address

Cincinnati, OH 45202
City, State, Zip Code

ACKNOWLEDGMENT

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 Sacramento)

On 11/22/23 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared Stephanie Agapoff,
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  (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 22224

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CATHERINE A. PINNEY	BOTH OFF	BOTH
STEPHANIE AGAPOFF	PETALUMA, CALIFORNIA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of JULY, 2023.



Stephen C. Beraha
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of JULY, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

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CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of November, 2023



Stephen C. Beraha
Assistant Secretary

S1029AH (03/20)

Client#: 1559484

ERSIND

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC Lic # OG11911 575 Market Street, Suite 3750 San Francisco, CA 94105		CONTACT NAME: Teresa A Rose PHONE (A/C, No, Ext): 831 460-6674 FAX (A/C, No): 610 537-2393 E-MAIL ADDRESS: teresa.rose@usi.com	
INSURED ERS Industrial Services Inc. 2120 Warm Springs Ct Fremont, CA 94539-6774		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Indemnity Company of CT	
		INSURER B : Travelers Property Cas. Co. of America	
		INSURER C : Berkshire Hathaway Homestate Ins. Co.	
		INSURER D :	
		INSURER E :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CO8056N575TCT23	08/01/2023	08/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		8102N937238232SG	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		CUP7J342459232S	08/01/2023	08/01/2024	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ERWC420437	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of St. Helena, its officers, directors, officials, agents, employees, and volunteers, are named as additional insured as respects General Liability and Automobile Liability per endorsements attached. General Liability policy is primary and non-contributory per written contract. Waiver of Subrogation applies to Workers Compensation per endorsement attached. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

CERTIFICATE HOLDER**CANCELLATION**

City of St. Helena 1080 College Avenue Saint Helena, CA 94574	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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 ACORD 25 (2016/03) 1 of 1
 #S42663434/M40996110

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SLFJ4

STH CONTRACT-FY2024-019-01A

**AMENDMENT NO. 1
TO CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF ST. HELENA
AND
MARINE INDUSTRIAL TANK INC.**

This Amendment No. 1 to Construction Services Agreement ("Amendment No. 1") is made and entered into as of this 27th day of November, 2023, by and between City of St. Helena ("City") and Marine Industrial Tank Inc. ("Contractor" or "Consultant"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

- A. **Original Agreement.** The Parties have entered into an agreement entitled "Construction Services Agreement" dated August 30, 2023 ("Original Agreement"), which is incorporated herein by reference as if fully set forth herein, for the purpose of City retaining Contractor to provide the Work described therein.
- B. **Amendment Purpose.** City and Contractor wish to amend the Original Agreement to eliminate a portion of the Work originally set forth therein.
- C. **Amendment Authority.** This Amendment No. 1 is authorized pursuant to Article 1.02 of the General Conditions of the Original Agreement.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. **Definitions.** All capitalized terms used in this Amendment No. 1 not defined in this Amendment No. 1 shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. **Appendix A of Original Agreement.** The second page of Appendix A of the Original Agreement is hereby stricken in its entirety.
- 3. **Section 2 of the Original Agreement.** Section 2 of the Original Agreement is hereby amended and restated as follows, with the strikethrough text reflecting deletions and bolded text reflect:

2. ***COMPENSATION FOR WORK.*** Contractor's total compensation for the Work performed under this Agreement (Contract Sum) is as follows:

\$787,967.90 1.4mg 104'd X 22 h On-Grade Concrete Water Tank
~~intentionally deleted~~ ~~intentionally deleted~~
\$787,967.90 Total Not to Exceed Cost

4. Continuing Effect of Agreement. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment No. 1.
5. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.
6. Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

CITY OF ST. HELENA

Approved By:



Anil Comelo, City Manager

11/28/23

Date

MARINE INDUSTRIAL TANK INC.

Approved By:



Chris Christophersen, President

11/28/23

Date

APPROVED AS TO FORM:



ETHAN WALSH, CITY ATTORNEY

ATTEST:



CINDY TZAFPOPOULOS, CITY CLERK

CITY OF ST. HELENA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA 1) AMENDING CIP W24-09 EMERGENCY WATER REPAIRS TO WATER INFRASTRUCTURE TO ADDRESS DISCOLORED WATER DECREASING THE BUDGET TO\$703,816.10 2) RATIFYING KNOWN ADDITIONAL EXPENDITURES OF \$212,090, 3) AUTHORIZING CANCELATION OF \$787,969.90 OF ENCUMBERED FUNDS 4) AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENTS PERTAINING TO RESOLUTION 2023-016 PUBLIC EMERGENCY FOR DISCOLORED WATER; AND 5) AUTHORIZING A TRANSFERENCE BACK FROM THE WATER CAPITAL IMPROVEMENT FUND 764 BACK TO THE WATER OPERATIONS FUND 461

RECITALS

- A. On August 22, 2023, the City Council adopted Resolution 2023-106 ratifying a public emergency due to the presence of brown, discolored water from areas fed by the City's Bell Canyon Water Treatment Plant; and
- B. The declaration was necessary to provide a mechanism under the Public Contract Code Section 1102 to expedite repair or replacement of necessary infrastructure to remediate the situation; and
- C. This action allows the city to proceed with awarding Public Works contracts to perform emergency work outside of typical procurement regulations; and
- D. The Public Works Department has been soliciting proposals to perform investigation and remediation, identify the cause of the discoloration, determine whether the discoloration poses a safety issue to City water customers, and to take any necessary action to remediate the issue causing the water emergency; and
- E. To date, between the September 6, 2023 and October 24th meetings, the City Council ratified the following contracted services to help improve the water quality and service delivery:

TABLE 1

Contractor	Description	Amount
West Yost Professional Services Agreement	Engineering Services Clearwell and Tank 1A Rehab	\$56,731.00
ERS Industrial Services Purchase Order - General Services	Filter Inspection Services	\$21,070.00
Marine Industrial Tank, Inc. Purchase Order - General Services	Tank 1A and Clearwell Inspection Services	\$15,200.00
Pumpman Purchase Order - Equipment	Municipal Pump and Motor Replacement	\$185,596.41
Marine Industrial Tank, Inc. Construction Contract	Tank1A and Clearwell Cleaning, Resurfacing, and Relining	\$946,860.40
Pumpman Purchase Order - Labor	Labor only for the Municipal Pump and Motor Replacement	\$54,236
	TOTAL	\$1,279,694

- F. The City Council must ratify all contractual services consistent with Municipal Code Section 3.04.290(b) and authorize any associated contracts.
- G. On September 26th, 2023 the city Council also established CIP W24-09 Emergency repairs to water infrastructure to address discolored water and established a budget of \$1225,458
- H. Since that meeting the city has executed two additional contracts as listed in table 2

TABLE 2

Contractor	Description	Amount
Marine Industrial Tank Inc.	Elimination of Tank 1A cleaning and relining	\$-787,967.90
ERS Industrial Services	Gravity Filter Media Change out	\$ 212,090.00

	Total: -\$575,877.90
--	-----------------------------

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

Authorizes a modification to CIP 7W24-09 for a total budget of \$703,816.10

Authorizes the City Manager to execute all necessary agreements, contracts, and documents related to the expenditures outlined in the Recitals in Table 2

Authorizes a fund transfer from the Water Capital Improvement Fund to the Water Operations Fund 561

Approved at a Regular Meeting of the St. Helena City Council on January 9, 2024, by the following vote:

Mayor Paul Dohring: _____

Vice Mayor Eric Hall: _____

Council Member Anna Chouteau: _____

Council Member Lester Hardy: _____

Council Member Billy Summers: _____

APPROVED:

ATTEST:

Paul Jamison Dohring, Mayor

Cindy Tzaopoulos, City Clerk