



REQUEST FOR PROPOSALS

to provide

LANDSCAPING MAINTENANCE SERVICES

RFP No. 25-R21

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is issuing a Request for Proposals (RFP) for LANDSCAPING MAINTENANCE SERVICES for four (4) NVTA facilities. NVTA invites qualified entities or individuals that possess qualifications, experience, and knowledge to submit a proposal.

Any contract to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above).

To obtain a full copy of the RFP, please contact NVTA office at (707) 259-8780 or download the document in PDF format from our website [Procurement and Contracts - NVTA \(ca.gov\)](http://www.nvta.ca.gov/Procurement%20and%20Contracts). All inquiries pertaining to this RFP should be emailed to Renee Y. Kulick, Sr. Administrative Technician, at the following email address: rkulick@nvta.ca.gov. Response to all questions submitted will be answered in accordance with the Procurement Schedule for this RFP.

Proposals must be received no later than 2:00 PM (local), on March 11, 2025.

Late proposals will not be considered.

Proposals will be accepted by means of electronic mail (email) addressed as follows:

Kate Miller
Executive Director
Napa Valley Transportation Authority
625 Burnell Street.
Napa, CA 94559

RFP No. 25-R21

Proposals shall be submitted by means of electronic mail (email) to rkulick@nvta.ca.gov with the subject titled:

“Proposal Submittal RFP No. 25-R21”

We look forward to receiving your proposal.

Sincerely,

KATE MILLER
Executive Director



REQUEST FOR PROPOSALS

to provide

LANDSCAPING MAINTENANCE SERVICES

RFP No. 25-R21

Issued by:

Napa Valley Transportation Authority

February 4, 2025

RESPONSES DUE:

2:00 PM (PST/local), March 11, 2025

at the

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Release of RFP authorized by:



2/3/25

KATE MILLER, Executive Director

Date

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PROCUREMENT SCHEDULE

Issue Date	February 4, 2025
Pre-Proposal Conference & Site Visit	February 11, 2025, at 11:30AM (PST/local)
Deadline for Submitting Written Questions	February 19, 2025, at 2:00PM (PST/local)
Answers to Written Questions Posted	February 24, 2025
Deadline for Proposal Submittal	March 11 2025, at 2:00PM (PST/local)
Interviews (tentative)	n/a
Final Selection	Week of March 17-21, 2025
Award Contract	Award April 16, 2025

Request for Proposal

LANDSCAPING MAINTENANCE SERVICES

RFP No. 25-R21

SECTION I – INTRODUCTION

The Napa Valley Transportation Authority (NVTA) is a joint powers authority established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the County of Napa. The work activities of NVTA are defined by the joint powers agreement and overseen by the Board of Directors made up of elected officials from the respective member agencies, and an ex-officio member from the Paratransit Coordinating Council (PCC).

NVTA serves as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County and is responsible for programming State and Federal funding for transportation projects within the county. NVTA is charged with coordinating short- and long-term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle improvements.

NVTA also operates the Napa Vine transit services. Napa Vine provides inter-county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa VineGo is the companion paratransit service for Napa County's residents. In addition, the Vine suite of services includes American Canyon Transit, St. Helena Shuttle, the Yountville Bee Line, City of Napa service, and the Calistoga Shuttle. The fleet consists of 75 vehicles and provides approximately 1,000,000 trips per year prior to COVID (in Fiscal Year 2018-2019) and over 300,000 trips during COVID (in Fiscal Year 2020-2021).

The Napa Valley Transportation Authority (NVTA) is also the local transportation sales tax authority. NVTA is responsible for the oversight and administration of Measure T, the ½% sales tax for street and road improvements approved by the voters on November 6, 2012, which will be replaced by Measure U on July 1, 2025, for ½% sales tax for street and road improvements approved by the voters on November 6, 2024.

SECTION II - INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A pre-proposal conference with a site visit will be held on February 11, 2025, 11:30 AM (PST/local), at the Vine Bus Maintenance Facility, 101 Sheehy Court, Napa, CA 94558.

Attendance is not mandatory but HIGHLY encouraged to submit a proposal.

B. Examination of Proposal Documents

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in ATTACHMENT A, Scope of Work.

C. Addenda/Clarifications

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend. ***All inquiries pertaining to this RFP should be emailed*** to Renée Y. Kulick, Sr. Administrative Technician, at the following email address: rkulick@nvta.ca.gov ***no later than 2:00PM (PST/local) on February 19, 2025.*** Response to all questions submitted by the February 19, 2025, 2:00PM (PST/local), deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal conference discussed above, and will also be posted on the NVTA website at www.nvta.ca.gov. The subject line for questions submitted in writing should include reference to: "Questions - NVTA RFP No. 25-R21 LANDSCAPING MAINTENANCE SERVICES".

D. Proposal Submission

All proposal submittals shall be transmitted with a cover letter. The person authorized by the proposer/team to negotiate a contract with NVTA shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the proposer selection process. Address the cover letter as follows:

Kate Miller
Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

RFP No. 25-R21

The Proposer must submit one (1) electronic proposal in PDF format via electronic mail (email). If the proposal is too large to attach to the email, please provide a file transfer link in your email submission. The proposal shall be emailed to the Napa Valley Transportation Authority prior to 2:00 PM (PST/local), March 11, 2025. Proposals shall be submitted by email only to rkulick@nvta.ca.gov with the subject titled "Proposal for RFP No. 25-R21".

Submittals received after the time and date specified above will be considered nonresponsive and returned.

A Proposer may object to a provision of the RFP on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular proposer on the grounds that NVTA procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Procurement Officer a written explanation of the basis for the protest:

1. Any protest alleging improprieties in a solicitation process or in solicitation documents must be filed in accordance with the timelines established by the NVTA Procurement Policy prior to the scheduled bid opening or deadline for submittal or proposals, as appropriate, in order to be considered by NVTA. Any protest based on such grounds not timely filed will not be considered by NVTA.
2. Any protests regarding the evaluation of bids or proposals by NVTA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NVTA in accordance with the timelines established by the NVTA Procurement Policy after the NVTA's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the bid proposal evaluation, or the contract approval or award will not be considered by NVTA.

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFP is subject to public inspection under the California Public Records Act (Government Code Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure.

E. Withdrawal of Proposal Submittal

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFP by delivering to the Procurement Officer a written request for withdrawal signed by, or on behalf of, the Proposer.

F. Rights of NVTA

This RFP does not commit NVTA to enter into a contract, nor does it obligate NVTA to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

NVTA may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

NVTA, in its sole discretion, reserves the right to:

1. Reject any or all proposal submittals.
2. Issue one (1) or more subsequent RFPs.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of particular sub proposers.
6. Negotiate with any, all, or none of the proposers responding to this RFP.
7. Award a contract to one or more proposers.
8. Waive informalities and irregularities in any proposal.

G. Contract Type

Proposers shall be prepared to accept the terms and conditions of NVTA's standard form contract included as ATTACHMENT C (NVTA Sample Professional Service Agreement (PSA) hereto. If a proposer desires to take exception to the Agreement, the proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement":

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant Exhibits and Attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be taken into account during contract negotiations. Substantial exceptions to the Agreement may be determined by NVTA, at its sole discretion, to be unacceptable and NVTA will proceed with negotiations with the next highest ranking firm.

SECTION III - FORMAT AND CONTENT OF PROPOSAL

A. FORMAT

1. Technical Proposal

Technical Proposals shall be 1) as brief as possible and 2) not include any irrelevant promotional material 3) one (1) electronic proposal in PDF format of your RFP submittal.

The Technical Proposal shall not exceed a total of the equivalent of thirty (30) single sided pages (15 double-sided print pages) or less. RFP submittals must consist of letter-sized (8.5" x 11.0") pages, with the exception of no more than three (3) tabloid-sized (11" x 17") pages. Each tabloid-sized page is considered one page for the total page count. Required forms under ATTACHMENT B are excluded from the total page count. Résumés shall be limited to two (2) letter-sized single-sided pages (or one (1) double-side print) per key staff member assigned to the project are also excluded from total page count. Font size shall be at least 12-point.

The nature and form of response of the Technical Proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section B below.

B. COST PROPOSAL

A Cost Proposal must be submitted.

This section shall include a full description of the proposer's charges for carrying out the Scope of Work as described in this RFP. Charges should be structured so as to be clear and concise and easily understood. Minimum charges, show up time, and travel time should be clearly specified. Summary Cost Proposal Sheet (ATTACHMENT B – Required Forms) shall be completed and used as a cover page to Proposer's cost proposal. This is a public work project and is subject to California Prevailing Wages.

C. CONTENT

Proposal content, clarity, and completeness are factors which will be considered in evaluating each proposal received in order to determine suitability of each proposer's capabilities. The entire length of the proposal document must be 30 pages or less and shall include:

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- PROPOSER BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER

- EXAMPLES OF PUBLIC SECTOR REPRESENTATION
- STAFFING AND ORGANIZATION
- COST PROPOSAL
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (Required forms under ATTACHMENT B are not incl. in 30-page or less limit)

1. TITLE PAGE

The title page should show the RFP title, the name of the proposer, name of a contact person, a local address, telephone number and the date.

2. TRANSMITTAL LETTER

A transmittal letter signed by an official authorized to contractually bind the proposer is required. The transmittal letter shall state that the **proposal shall be valid for a 90-day period** and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the proposer selection process.

Address the cover letter as follows:

Kate Miller
Executive Director
Napa County Transportation and Planning Agency
625 Burnell Street
Napa, CA 94559

RFP No. 25-R21

3. EXECUTIVE SUMMARY

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken.

4. PROPOSER BACKGROUND AND EXPERIENCE

A minimum one (1) page description of the proposer's background and relevant public sector representation experience with no more than three (3) references within the past five (5) years. Include the name of the contact person, agency for whom the work was performed, telephone and fax numbers and the year in which the work was completed.

References may or may not be contacted.

5. QUALIFICATIONS OF PROPOSER

The Proposer who is awarded the contract for this work will be required to comply with all applicable federal, state, regional and local requirements.

This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements.

In addition, the selected proposer will be required to provide the certification of eligibility that the Proposer and /or any of its sub-contractors have not been debarred or suspended from providing services paid for by the federal government prior to award.

6. EXAMPLES OF PUBLIC SECTOR REPRESENTATION

This part of the proposal shall contain a description of matters where the Proposer performed work for a public entity, preferably in California. The Proposer shall relate how it perceives its role in carrying out the responsibilities required by this RFP.

7. STAFFING AND PROJECT ORGANIZATION

This section should identify key personnel who will be assigned to work with the NVTA and their experience.

List any present activities and job commitments and potential or real conflicts of interest.

8. COST PROPOSAL

Provide a cost proposal for services to be rendered to NVTA for performance of the scope of work attached hereto.

9. EXCEPTIONS TO THE AGREEMENT

This section shall include any exceptions the proposer has taken to ATTACHMENT C – NVTA Sample Professional Service Agreement (PSA).

10. APPENDICES

Under this section, proposers shall provide all required forms, legal documents and compliance reports, including DBE, Lobbying, Disbarment, etc. These documents are not part of the 30-page limitation.

SECTION IV - SCOPE OF SERVICES TO BE PROVIDED

The work to be performed under contract based on this RFP is described in the Scope of Work attached hereto as ATTACHMENT A and hereby incorporated herein.

SECTION V - REQUIRED QUALIFICATIONS

The NVTA seeks a motivated, skilled and enthusiastic professional team to be accountable and deliver innovative, high quality professional services. Proposers responding to this RFP will be expected to demonstrate that they have substantive practical experience and expertise in the following areas:

1. Provide evidence with references of similar projects completed within the last five (5) years.
2. Proposer and its sub-contractor(s) must be licensed by the State of California.
3. Must possess a current and valid California State Contractor License Board (CLSB) license(s) in the classification(s) required by law to perform work: **CLSB C-27 (Landscape Contractor)**.
4. Proposer and its sub-contractor(s) must not be the subject of disciplinary action by any State of California regulatory or licensing agency.

Please provide specific reference information on each of the areas listed above. The Proposer will work under the direction of NVTA's Executive Director and any assigned NVTA Program Manager.

SECTION VI - EVALUATION AND QUALIFICATIONS

A. Evaluation Method

NVTA will review and evaluate all proposals deemed responsive to this request in accordance with NVTA's Procurement Policies and Procedures Manual. Each of the proposers will be ranked based on the criteria listed in this section.

B. Final Selection Determination

Following the analysis of the written proposals and possible follow up discussions, NVTA will enter into negotiations with the highest ranked firm. If negotiations with this firm are ultimately unsuccessful, or if the firm declines the work offered, then negotiations will proceed with the second highest ranked firm from the proposal list, and so forth until a firm is selected.

C. Contract Negotiation

Upon conclusion of the interviews, if any, and best and final offer, if any, NVTA will enter into contract negotiations with the finalist(s). The final negotiated contract will be submitted to the NVTA Board for approval, if applicable.

D. Evaluation and Scoring Criteria

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NVTA, and other outside agencies, will review the proposals submitted. They will establish a short list of pre-qualified firms based on pre-established review criteria and interview the firms, if necessary. The individual or composite rating prepared by the ESRC will not be revealed prior to contract award.

The product of the selection process will be to award a contract with the top ranked firm, as recommended by the ESRC. The following criteria and point system will be used to evaluate the RFP:

CRITERIA	WEIGHT %
<i>Firm, Entity or Individual Background and Experience</i>	30
<i>Use of Zero Emission Equipment (non-gas powered)</i>	10
<i>Cost The most advantageous cost proposal to NVTA</i>	60
TOTAL	100

After initial evaluation of the proposals, NVTA may, at its discretion, hold interviews with the top ranked proposers. Each interview will be no more than 60 minutes, with the proposer’s presentation limited to not more than 20 minutes. Any areas of specific concern will be identified before the interview. NVTA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

SECTION VII – PREVAILING WAGES; FEDERAL LABOR STANDARDS

The successful proposer who is awarded this project will be required to comply with all applicable provisions of the State labor codes, including all prevailing wage requirements of State of California Department of Industrial Relations. Contractor is required to pay the prevailing wage rate as determined by the Labor Statistics and Research Division of the California State Department of Industrial Relations. The Contractor’s duty to pay State prevailing wages can be found under Labor Code Section 1770 et seq. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

In accordance with Labor Code Section 1770 et seq., the Project is a “public work”. The successful Contractor and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages.

SECTION VIII – SAFETY AND SECURITY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

The Contractor shall be responsible for securing the site and equipment staged at the site. All equipment or materials not able to be staged near the site area shall remain off-site and in a Contractor controlled facility that is not owned or controlled by NVTA.

SECTION IX - NON-DISCRIMINATION

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of NVTA contracts. Proposers and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

SECTION X - LEVINE ACT

Proposers will be required to disclose on the record any contribution of more than \$250 which they have made to an NVTA Board Member within the twelve-month period preceding the submittal deadline of this RFP, and within the twelve-month period preceding any subsequent procurement based on this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to NVTA Executive Director. This information will need to be provided before NVTA can approve any contract.

SECTION XI - DISADVANTAGED BUSINESS ENTERPRISE

NVTA has adopted a Disadvantaged Business Enterprise (DBE) Policy, pursuant to which the NVTA encourages all prime proposers to utilize qualified DBE sub proposers on NVTA projects, NVTA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NVTA seeks the utilization of qualified DBEs when such DBEs are available. All prime proposers are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT B.

For purposes of NVTA's DBE Policy, a DBE shall be a "Disadvantaged Business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the NVTA's DBE Policy conflicts with any Federal, State or other funding source's programs, policies, regulations or requirements, NVTA shall make the DBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. NVTA's DBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

The DBE goal for this contract is 0%. NVTA's overall annual DBE goal is 2.6%

SECTION XII - INDEMNIFICATION AND INSURANCE REQUIREMENTS

Insurance requirements for this project are set forth in ATTACHMENT C, NVTA Sample Professional Service Agreement for Services, Section 7 – Insurance and Section 8 – Hold Harmless / Defense / Indemnification.

All inquiries pertaining to this RFP should be emailed to Renee Y. Kulick, Sr. Administrative Technician, at the following email address rkulick@nvta.ca.gov in accordance with the procurement schedule. Responses to all questions submitted by the question deadline that may have a material impact on the proposal will be posted on the NVTA website: www.nvta.ca.gov.

Late proposals will not be considered.

Proposals will be accepted by means of electronic mail (email) addressed as follows:

Kate Miller
Executive Director
Napa Valley Transportation Authority
625 Burnell Street.
Napa, CA 94559

RFP No. 25-R21

Proposals shall be submitted by means of electronic mail (email) to rkulick@nvta.ca.gov with the subject titled: **“Proposal Submittal RFP No. 25-R21”**

Attachments follow.

ATTACHMENT A

SCOPE OF WORK

LANDSCAPING MAINTENANCE SERVICES

1. GENERAL

The Napa Valley Transportation Authority (NVTA) seeks proposals for qualified and professional landscaping maintenance services for four (4) NVTA facilities located in the County and City of Napa, California. The prospective contractor agrees to perform all services listed herein to provide complete and proper maintenance for landscaping, irrigation, and related landscaping structures and systems at the facilities. The facilities to be serviced and their locations are:

- Socol Gateway Transit Center (SGTC)
625 Burnell Street
Napa, CA 94559
- Vine Bus Maintenance Facility
96 & 101 Sheehy Court
Napa, CA 94558
- Imola Park and Ride
945 Golden Gate Drive
Napa, CA 94558
- Redwood/Trancas Park and Ride
Redwood Dr / Solano Avenue
Napa, CA 94558

2. HOURS AND DAYS OF MAINTENANCE SERVICES

- a. Contractor shall perform the required maintenance services between the hours of 7:30AM and 5:00PM, Monday through Friday. Weekend and holiday work performance will not be permitted without prior authorization by NVTA.
- b. Contractor will coordinate with NVTA project manager to establish a regular service schedule for all four (4) facilities.
- c. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by NVTA.
- d. For further guidance and details see Facility Maintenance Schedule attached (ATTACHMENT A1).

3. PERFORMANCE DURING INCLEMENT WEATHER

During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to landscaping.

4. LICENSES REQUIRED FOR DURATION OF CONTRACT

- C-27 Landscape Contractor License
- Registered with the California Dept. of Industrial Relations PWC-100 website

5. SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

6. RESPONSE

Contractor shall be available by telephone at all times when Contractor's employees are working on sites, must be available from 7:30AM to 5:00PM, and must respond to emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

7. CONTRACTOR'S EMPLOYEES

Only Contractor's employees or subcontractors are allowed on NVTA premises where work is being performed. NVTA shall have the right to have Contractor remove from assignment to NVTA facilities such Contractor and/or subcontractor employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the NVTA. Contractor's employees and subcontractors shall not smoke tobacco, to include vaping, or the use of e-cigarettes, consume drugs and/or alcohol on any NVTA facility.

8. CONTRACTOR'S EQUIPMENT

The Contractor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the facility work sites, city, county, or private property, or any injuries caused by Contractor's equipment or personnel.

9. VANDALISM AND ACCIDENTAL DAMAGE

NVTA assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be responsible for reporting damage to NVTA and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

10. WATER MANAGEMENT PROGRAM

All required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs will be covered under this Contract. Contractor shall make all adjustments and setting of automatic controllers to establish frequency and length of watering periods. Any malfunction of controllers must be reported to NVTA along with a proposal for correction with costs.

All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

- a. Controller programs shall incorporate the following conditions: Meet City of Napa Water Management requirements under [Waste Water](#) and [Napa Municipal Code](#)
- b. Reflect actual requirements of soil and plants
- c. Eliminate runoff onto streets, sidewalks, parking lots, bus bays, and other non-target areas

NVTA will provide the water and electricity needed to operate the facility irrigation systems.

Irrigation system repair shall occur and be compensated as stated below.

- a. Irrigation system repair will be the responsibility of the Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by NVTA. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.
- b. Maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers, swing joints, shall be included in the Contractor's proposal. The Contractor shall provide labor for the above items at no extra charge and shall bill NVTA for the required parts with a maximum mark up of 10% over cost.

- c. Maintenance and repair of valves, filters, valve boxes, batteries and wiring shall be covered in the Contractor's proposal. The Contractor shall provide labor for the above items at no extra charge and shall bill NVTA for the required parts with the agreed upon mark up over cost.
- d. Replacement of valves, filters, valve boxes, and wiring shall be considered "extra work" in their entirety. Decisions regarding repair verses replacement will be made by the Contractor and NVTA jointly. In the event that there is a disagreement with regards to how to proceed, the NVTA's choice will prevail.
- e. Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered "extra work" in their entirety.
- f. Repairs and replacements of any irrigation component or property damaged by the Contractor or as a result of negligence, error, or omission by the Contractor shall not be submitted to NVTA for payment and are the responsibility of the Contractor.
- g. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to NVTA within one (1) working day of the repair or replacement in order for the Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one working day the Contractor will be paid based on the above stated criteria for repair and replacement.
- h. When the Contractor observes or is notified of water waste due to excessive overspray, overwatering for irrigation system malfunction, he/she shall respond within 24 hours. Repairs/adjustments shall be completed promptly to prevent damage to the landscape.

11. PLANT LOSS

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation.

Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.

Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to NVTA in writing within seventy-two (72) hours of occurrence and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain NVTA's written permission/direction or authorization prior to proceeding with the work. Failure to notify NVTA within seventy-two (72) hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

NVTA shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. NVTA will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to NVTA's attention immediately and before removal. The NVTA shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by NVTA, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by NVTA prior to installation.

At the end or termination of the Contract, the NVTA reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

12. FERTILIZATION

The Contractor will be responsible for performing all fertilizations of turf and landscape. The fertilization schedule shall be coordinated with NVTA during the first month of the contract period.

Turf and landscape is to be maintained in good condition with horticultural acceptable growth and color, and additional fertilization may be required as extra work. All fertilizer shall be approved by NVTA prior to application.

Refer to NVTA's Green Business Policy for further guidance of use and type of product requirements attached (ATTACHMENT A2).

13. BARK AND MULCH

The Contractor will be responsible for notifying NVTA when areas are in need of new bark or mulch. The NVTA reserves the right to have the bark installed in any manner that it sees fit and by whomever it sees fit. In the event that the NVTA requests that new bark mulch be added by the Contractor, it will be considered "extra work" in its entirety.

Refer to NVTA's Green Business Policy for further guidance of use and type of product requirements attached (ATTACHMENT A2).

14. TREE PRUNING

Contractor shall prune trees for clearance of pedestrian walkways and vehicular pathways. For clearance height and location requirements refer to the Facility Maintenance Schedule attached hereto for further guidance (ATTACHMENT A1).

15. MOWING AND EDGING

Lawn mowing and edging shall be performed as needed to meet NVTA and City of Napa landscape standards. When lawns cannot be cut on the scheduled day due to rain, they must be cut as soon as weather and ground conditions permit. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, irrigation & utility boxes, and any other object within or immediately adjacent to the lawn areas. Turf and plantings around sprinkler heads shall be trimmed to provide maximum water coverage. Trimming shall be done by power edgers or by hand, but in no case will herbicides be permitted without prior written approval. Clippings shall be removed from all adjacent walkways and other paved surfaces immediately after each mowing/ edging.

Seed heads on no-mow turf shall be removed on an annual basis. No-mow turf shall be edged as needed to keep from encroaching on walls, fences, sidewalks, etc.

16. REFUSE DISPOSAL

All refuse and recycling materials, this shall include trimmings, leaves, litter, debris etc. are to be collected, removed, and disposed of by the Contractor.

ATTACHMENT A1

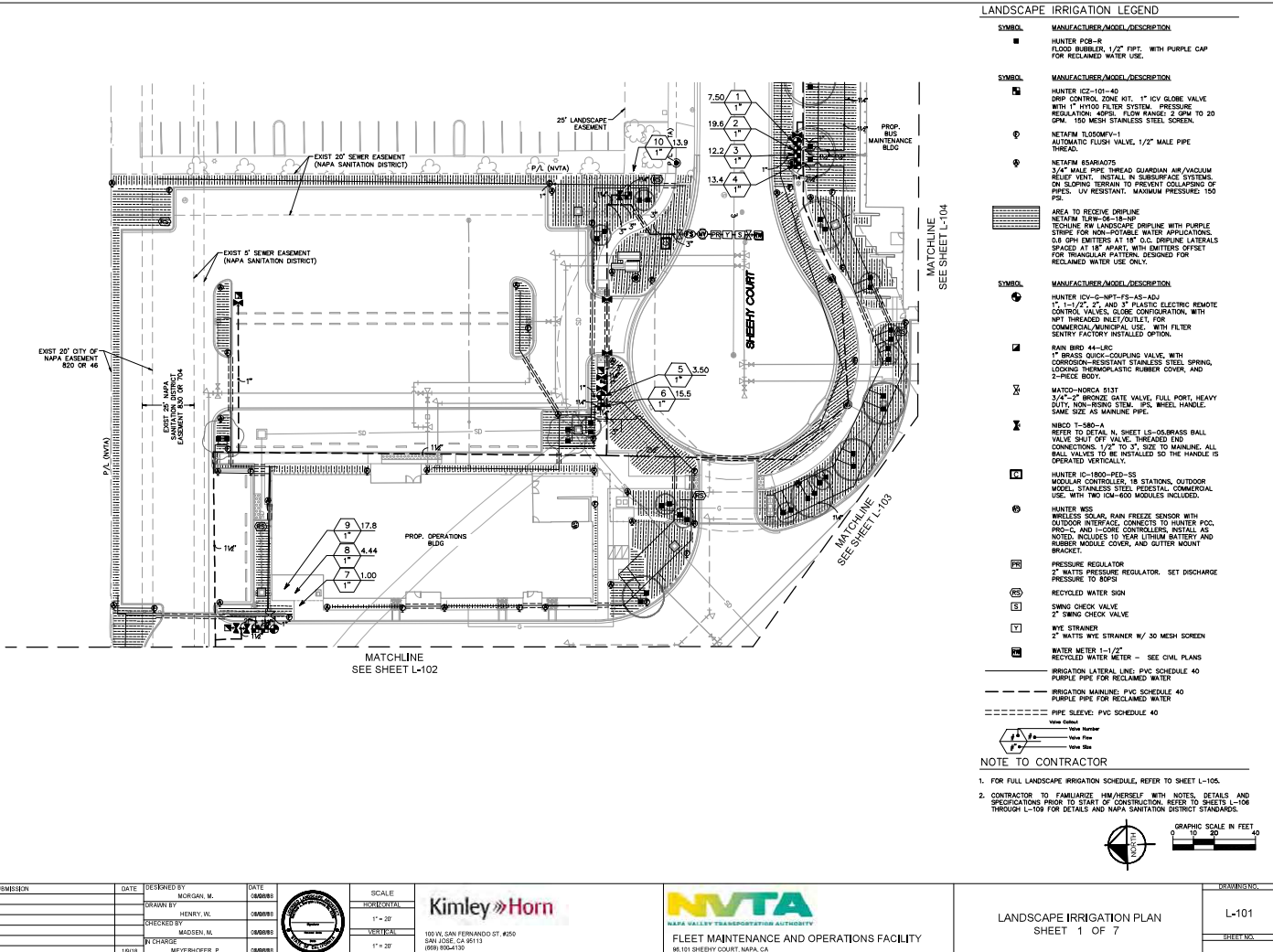
FACILITY MAINTENANCE SCHEDULE

FACILITY	LOCATION	SERVICES	SCHEDULE
Soscol Gateway Transit Center (SGTC)	625 Burnell Street Napa, CA 94559	<ul style="list-style-type: none"> ➤ Tree, shrub, and groundcover areas: routine weeding, cultivation, fertilization, and pruning. ➤ Keep all trees trimmed 3 feet below installed security cameras, and away from walkways, year-round. ➤ Keep grapevines on arbors trimmed to at least 6 feet from the ground, including steps as appropriate. ➤ Hardscape management: routine sweeping, remove spider webs from EV charging stations and mailbox, litter, and trash removal. ➤ Operation and maintenance of irrigation system (Toro), check irrigation system for leaks and performs repair, program controller system as needed and/or required by local or state laws. ➤ Control plant diseases and pests. ➤ Inform NVTA, or facility manager, of any graffiti or rodent activity ➤ NOTE: The use of gas-powered leaf blowers are not allowed at this facility. They must be either electric or battery operated. 	Weekly
		<ul style="list-style-type: none"> ➤ Tree pruning: trim trees planted to 8 feet below security cameras. 	Annually (January)
		<ul style="list-style-type: none"> ➤ Additional Services: refreshing of wood bark, repair of irrigation leaks, and replacement of dead/dying plants. 	Upon request and approval by NVTA
Vine Bus Maintenance Facility	96 & 101 Sheehy Court Napa, CA 94559	<ul style="list-style-type: none"> ➤ Weed abatement. ➤ Trim bushes and trees as necessary, tree branches must be at least 3 feet below security cameras, year-round. ➤ Trim grass plants as necessary. 	Monthly

		<ul style="list-style-type: none"> ➤ Keep branches on trees overhanging on walkways trimmed at least 8 feet above walkways. ➤ Operation and maintenance of irrigation system (Hunter), check irrigation system for leaks and perform repairs as needed. ➤ Remove trash, litter and debris from parking lot and landscaping, remove spider webs from EV charging stations and mailbox. 	
Imola Park and Ride	954 Golden Gate Drive Napa, CA 94558	<ul style="list-style-type: none"> ➤ Weed abatement. ➤ Weed control on/around the island in the bus bay on the east side of State Route 29 (NB). ➤ Trim bushes and trees as necessary. Tree branches must be at least 3 feet below security cameras, year-round. ➤ Keep branches on trees overhanging on walkways trimmed at least 8 feet above walkways. ➤ Clean solar panel on irrigation controller, replace battery in controller as needed. ➤ Operation and maintenance of irrigation system (Hunter), check irrigation system for leaks and perform repairs as needed. 	Monthly
Redwood/Trancas Park and Ride	3416 Solano Avenue Napa, CA 94558	<ul style="list-style-type: none"> ➤ Weed abatement. ➤ Trim bushes and trees as necessary, tree branches must be at least 3 feet below security cameras, year-round. ➤ Keep branches on trees overhanging on walkways trimmed at least ten (10) feet above walkways, including the sidewalk on Solano Avenue. ➤ Remove trash and debris from parking lot and landscaping, remove spider webs from charging stations. ➤ Operation and maintenance of irrigation system (Hunter), check irrigation system for leaks and perform repairs as needed. 	Monthly

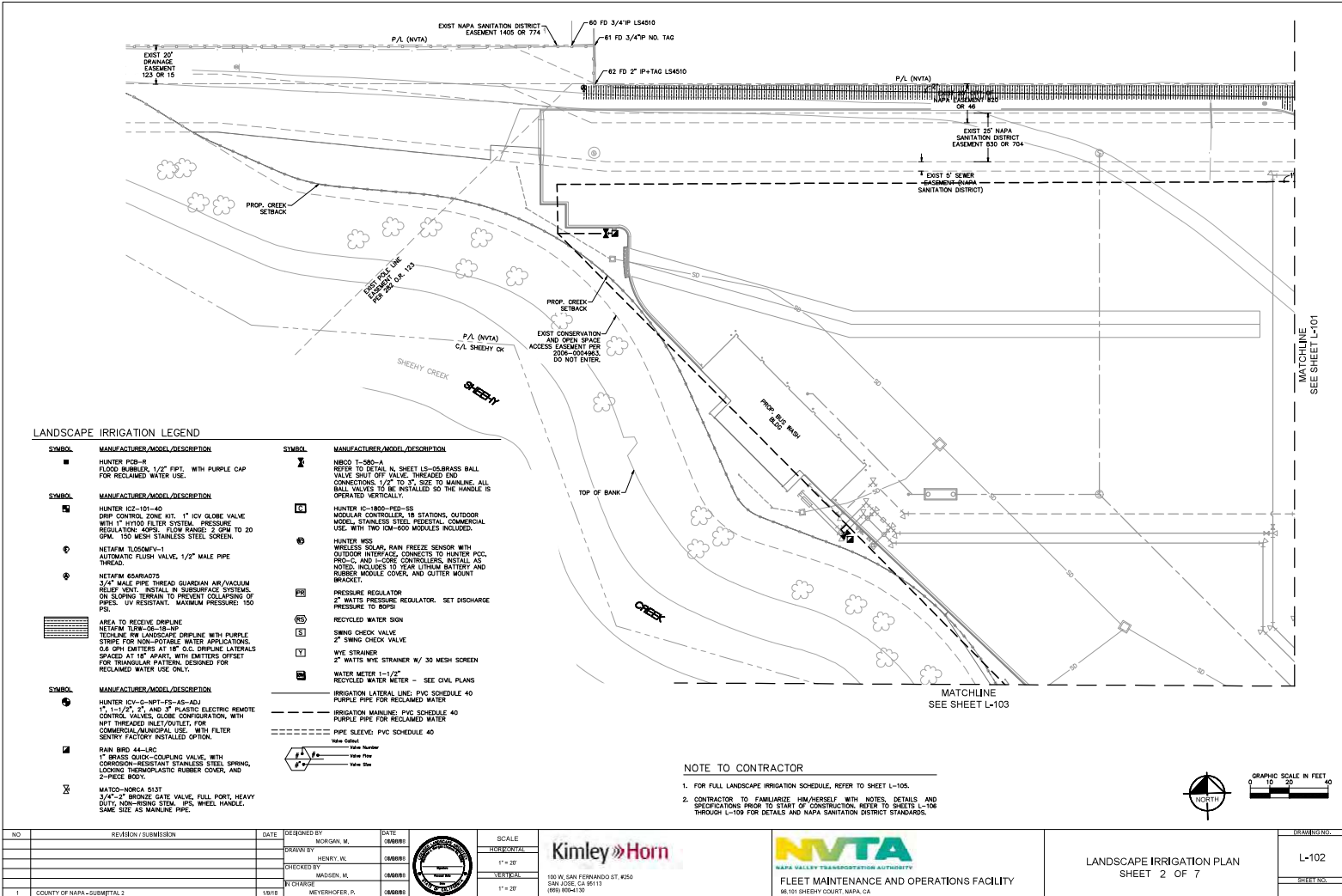
VINE BUS MAINTENANCE FACILITY

Napa Valley Transportation Authority
LANDSCAPING MAINTENANCE SERVICES

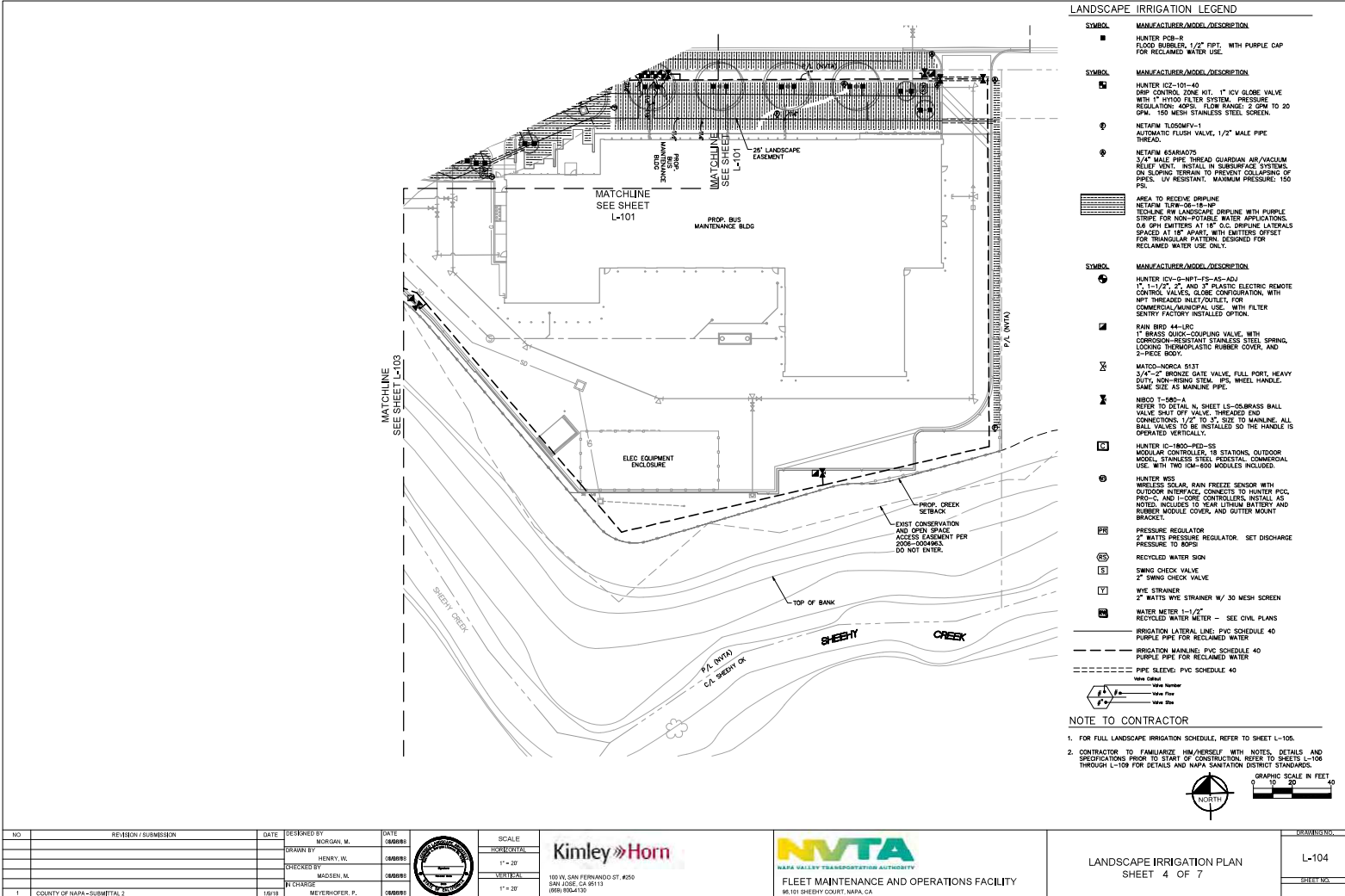


NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE	SCALE	 Kimley-Horn 100 EL SAN FERNANDO ST. #250 SAN JOSE, CA 95113 (925) 935-4120	 NVTA NAPA VALLEY TRANSPORTATION AUTHORITY FLEET MAINTENANCE AND OPERATIONS FACILITY 96101 SHEEHY COURT, NAPA, CA	LANDSCAPE IRRIGATION PLAN SHEET 1 OF 7	REVISION NO.	
			DRAWN BY	DATE	SCALE					
			CHECKED BY	DATE	SCALE					
			IN CHARGE	DATE	SCALE					
1	COUNTY OF NAPA-SUBMITAL 2	10/18	MEYERHOFFER, P.	08/09/17	1" = 20'			L-101	SHEET NO.	

Napa Valley Transportation Authority
LANDSCAPING MAINTENANCE SERVICES



Napa Valley Transportation Authority
LANDSCAPING MAINTENANCE SERVICES



NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE
			MORGAN, M.	08/08/13
			DRAWN BY	HENRY, W.
			CHECKED BY	MADDEN, N.
			IN CHARGE	MEYERHOFFER, P.
1	COUNTY OF NAPA - SUBMITTAL 2	10/11/13		

SCALE: 1" = 20'

VERTICAL SCALE: 1" = 20'

Kimley Horn

100 EL SAN FERNANDO ST. #200
SAN JOSE, CA 95133
(950) 954-1120

NVTA
NAPA VALLEY TRANSPORTATION AUTHORITY
FLEET MAINTENANCE AND OPERATIONS FACILITY
96101 SHEEHY COURT, NAPA, CA

LANDSCAPE IRRIGATION PLAN
SHEET 4 OF 7

L-104
SHEET NO.

GRAPHIC SCALE IN FEET
0 10 20 40
NORTH

NVTA FLEET MAINTENANCE AND OPERATIONS FACILITY

LANDSCAPE IRRIGATION NOTES

- THE SYSTEM HAS BEEN DESIGNED TO PROVIDE 100% COVERAGE BASED ON AN AVAILABLE STATIC WATER PRESSURE OF 70 PSI AT THE PROPOSED 1/2" RECYCLED WATER METER. ANY CHANGES MADE IN THE LAYOUT DUE TO FIELD CONDITIONS SHALL BE IN ACCORDANCE WITH THESE STANDARDS QUANTITIES IN SCHEDULE ARE ESTIMATED. PLAN SHALL TAKE PRECEDENCE.
- THIS SYSTEM IS DESIGNED FOR USE OF RECYCLED WATER. THERE ARE NO RECYCLED WATER IRRIGATION METERS ON THIS PROJECT. THE PEAK FLOW THROUGH THE METER IS 30 GPM. THE TOTAL IRRIGATED AREA IS 23,837 SF. THE ESTIMATED MAXIMUM APPLIED ANNUAL WATER ALLOCATION (MAWA) IS 321,645 GAL/YR. THE ESTIMATED ANNUAL WATER USE AS OBSERVED IS 276,346 GAL/YR.
- ALL IRRIGATION WORK SHALL BE IN ACCORDANCE WITH CITY OF NAPA WATER DIVISION STANDARDS, THE CITY OF NAPA LANDSCAPE MANUAL, THE CITY OF NAPA LANDSCAPE WATER CONSERVATION ORDINANCE, NAPA SANITATION DISTRICT STANDARDS, AND THE DEPARTMENT OF ENVIRONMENTAL HEALTH.
- ALL PRESSURE MAINLINES UNDER ASPHALT PAVEMENT SHALL BE PLACED WITHIN SLEEVES AS NOTED. WHERE ELECTRIC VALVE CONTROL LINES PASS THROUGH MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE SMALLER CONDUIT. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZED TWO PIPE SIZES GREATER THAN PIPE IT CARRIES.
- ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR, WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF EACH SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. CONTRACTOR SHALL ADD "X" ETCHING ON FACE OF CURB AND PROVIDE IRRIGATION BOX AT EACH END OF SLEEVE IN LANDSCAPE AREA.
- PARALLEL LATERAL LINES SHALL HAVE A MINIMUM OF 4" BETWEEN THEM FOR ACCESSIBILITY.
- ALL NEW IRRIGATION EQUIPMENT FOR USE WITH RECYCLED WATER SHALL CLEARLY INDICATE THIS ACCORDING TO NAPA SANITATION DISTRICT STANDARDS.
- ALL RECYCLED WATER VALVES SHALL BE INSTALLED IN PURPLE PLASTIC VALVE BOXES WITH A LOCKING LID. INSTALL ALL VALVE BOXES WITH MESH AT THE BASE TO PREVENT SMALL MAMMALS FROM ENTERING.
- IRRIGATION LAYOUT SHALL BE DESIGNED TO MINIMIZE/ELIMINATE OVERSPRAY ONTO WALKS, WALLS, FENCES, AND STREETS.
- NO RECYCLED WATER SHALL BE ALLOWED TO SPRAY OVER BROW DITCHES OR DRAINAGEWAYS.
- AN ISOLATION BALL VALVE SHALL BE PROVIDED WHERE THERE IS A GATE VALVE. AT EACH VALVE MAINFOLD, AND AT BOTH ENDS OF SLEEVES AT STREET CROSSLINGS. THESE VALVES SHALL BE SET AND INSTALLED WITHIN LANDSCAPE AREA.
- THE IRRIGATION DESIGN TAKES INTO ACCOUNT THAT MAXIMUM VELOCITIES THROUGH THE VARIOUS EQUIPMENT SHALL BE LIMITED TO 3 FEET PER SECOND.
- CONTRACTOR SHALL REFER TO SHEET THESE PLANS FOR OPERATING PARAMETERS OF EACH PROPOSED MASTER SYSTEM. IF THE MASTER SYSTEM CANNOT PROVIDE THESE PARAMETERS, CONTRACTOR SHALL MAKE ADJUSTMENTS TO THE DESIGN BY ADDING CONTROL VALVES, A BOOSTER PUMP, OR OTHER EQUIPMENT, AS NECESSARY.
- ALL MAINLINE FITTINGS SHALL BE SCHEDULE 80 PVC. ALL MAINLINE PIPE 2" AND LARGER SHALL BE CLASS 315 PVC. ALL MAINLINE PIPE 1.5" AND SMALLER SHALL BE SCHEDULE 40 PVC. ALL LATERAL LINE PIPE AND SLEEVE PIPE SHALL BE SCHEDULE 40 PVC. ALL LATERAL LINE FITTINGS SHALL BE SCHEDULE 40 PVC.
- PLANS ARE DIAGRAMMATIC AND ALL PIPING, VALVE BOXES, AND BACKFLOW PREVENTERS SHALL BE LOCATED IN LANDSCAPE AREAS, WHERE POSSIBLE.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES AND SERVICES PRIOR TO ANY DIGGING. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DAMAGE CAUSED BY FAILURE TO DO SO.
- IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OR HER OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE CITY. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF CHULA VISTA.
- ELECTRICAL CONTRACTOR SHALL ONLY PROVIDE ELECTRICAL SERVICE TO IRRIGATION CONTROLLER. IRRIGATION CONTRACTOR TO FURNISH AND INSTALL ALL IRRIGATION CONTROL VALVE WIRING AND ASSOCIATED CONDUITS AND PULL BOXES.
- ALL 24 VAC BRNO SHALL BE OF DIRECT BURIAL COPPER WIRE AS FOLLOWS:
 - CONTROL WIRES - #14
 - COMMON WIRES - #12
 WHEN POSSIBLE, ALL IRRIGATION PULL BOXES SHALL BE LOCATED IN A LANDSCAPE AREA AND NOT IN HARDSCAPE AREAS.
- ALL NEW WIRE SHALL BE TRENCHED AND RUN ALONG THE PATH OF THE NEW MAINLINE FROM IRRIGATION CONTROLLER TO REMOTE CONTROL VALVE. ALL NEW WIRE THAT IS FOLLOWING AN EXISTING MAINLINE SHALL BE TRENCHED AND RUN IN CONDUIT PARALLEL TO EXISTING MAINLINE WITHIN LIMITS OF DISTURBANCE WHENEVER POSSIBLE. AND BEHIND BACK OF CURB. ALL LOW VOLTAGE WIRES SHALL BE INSTALLED IN INDIVIDUAL SEPARATE CONDUIT. MASTER VALVE WIRES SHALL BE INSTALLED IN INDIVIDUAL SEPARATE CONDUIT. ALL NEW WIRES SHALL BE INSTALLED IN PVC SCH 40 CONDUIT WITH PULL BOXES AT 270° BENDS.
- INSTALLATION OF WORK SHALL BE COORDINATED IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON THE SITE.
- COORDINATE WITH PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS.
- CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION, INCLUDING UPDATED VALVE SCHEDULES FOR EACH CONTROLLER, TO CITY ENGINEER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT.
- CONTRACTOR IS RESPONSIBLE FOR THE IRRIGATION SYSTEM 1 YEAR POST FINAL INSPECTION AND SHALL WARRANTY ALL IRRIGATION SYSTEM WORK AND ASSOCIATED COMPONENTS FOR 1 YEAR.
- FOR IRRIGATION LEGEND/SCHEDULE SEE THIS SHEET.
- FOR IRRIGATION DETAILS SEE SHEETS 74 THROUGH #.
- FOR IRRIGATION WATER AGENCY STD, RECYCLED WATER SPECIFICATIONS SEE SHEET # THROUGH #.
- REFER TO STATE OF CALIFORNIA ESTIMATED WATER USE CHARTS FOR ALL MAXIMUM APPLIED WATER ALLOWANCE AND ESTIMATED TOTAL WATER USE CALCULATIONS FOR ASSEMBLY BILL 1889. *PHONE CHART IS PROVIDED FOR EACH SYSTEM/METER.

I HAVE COMPLIED WITH THE CRITERIA OF THE AB 1889 ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN.

MATTHEW J. MORGAN, P.E. 4256

STATE OF CALIFORNIA ESTIMATED WATER USE					
TOTAL WATER USE IS CALCULATED BY SUMMING THE AMOUNT OF WATER ESTIMATED FOR EACH HYDROZONE. WATER USE FOR EACH HYDROZONE IS ESTIMATED BY THE FOLLOWING FORMULA:					
$EWU (HYDROZONE) = ESTIMATED WATER USE (GAL/YEAR)$ $ETC = REFERENCE (EVAPOTRANSPIRATION INCHES/YEAR)$ $EF = PLANT ETI ADJUSTMENT FACTOR$ $HA = HYDROZONE AREA (S.F.) (BOBBER HA = 18 S.F./TREE)$ $K1 = COEFFICIENT FACTOR$ $IE = IRRIGATION EFFICIENCY$ $SLA = SPECIAL LANDSCAPE AREA (S.F.)$ $EWU (HYDROZONE) = (ETC * EF * HA * K1) / IE$					
HYDROZONE A (LOW WATER USE - DRIP)					
ETO	PF	HA	IE	CONVERSION FACTOR	EWU GAL/YEAR
48.4	.3	14478	.81	.82	184,234
HYDROZONE B (MODERATE WATER USE - BUBBLER)					
ETO	PF	HA	IE	CONVERSION FACTOR	EWU GAL/YEAR
48.4	.5	736	.81	.82	13,914
ESTIMATED TOTAL WATER USE (ETWA)					
					178,148
MAWA (MAXIMUM APPLIED WATER ALLOWANCE)					
ETO	ET ADJUSTMENT FACTOR	TOTAL HA	CONVERSION FACTOR	MAWA	
48.4	0.45	15,214	.82	85%	

NAPA SANITATION DISTRICT RECYCLED WATER LINE NOTES

PRIOR TO CONSTRUCTION, CONTRACTOR TO REFERENCE MOST CURRENT NAPA SANITATION DISTRICT RECYCLED WATER LINE NOTES.

NAPA SANITATION DISTRICT RECYCLED WATER LINE TESTING

PRIOR TO CONSTRUCTION, CONTRACTOR TO REFERENCE MOST CURRENT NAPA SANITATION DISTRICT RECYCLED WATER LINE TESTING NOTES.

LANDSCAPE IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	EQ.	GEN.	SCALE
■	HUNTER P2B-R FLOOD BUBBLER, 1/2" FPT, WITH PURPLE CAP FOR RECLAIMED WATER USE.	46	30	0.25	3'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY			
■	HUNTER R22-10-40 DRIP CONTROL ZONE KIT, 1" CV GLOBE VALVE WITH 1" FIBER FILTER SYSTEM, PRESSURE REGULATOR, 40PSI FLOW RANGE, 2 GPM TO 20 GPM, 150 MESH STAINLESS STEEL SCREEN.	7			
○	NETAWM 1500MFM-1 AUTOMATIC FLUSH VALVE, 1/2" MALE PIPE THREAD.	27			
○	NETAWM 454RA075 3/4" MALE PIPE THREAD GUARDIAN AIR/VACUUM RELIEF VALVE, INSTALL IN SUBIRIGATION SYSTEM ON SLOPING TERRAIN TO PREVENT COLLAPSING OF PIPES. UV RESISTANT, MAXIMUM PRESSURE: 150 PSI.	27			
■	AREA TO RECEIVE DRIPLINE NETAWM 7500-06-18-SP TECHLINE RW LANDSCAPE DRIPLINE WITH PURPLE STRIPS FOR NON-PORTABLE WATER APPLICATIONS. 0.6 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. DESIGNED FOR RECLAIMED WATER USE ONLY.	14,478 L.F.			
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY			
■	HUNTER R22-10-40 1.5" 1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, SLOPE CONFIGURATION, WITH FPT THREADED INLET/OUTLET, FOR COMMERCIAL/INDUSTRIAL USE. WITH FILTER IDENTIFY FACTORY INSTALLED OPTION.	3			
■	RAIN BRD 44-LRC 1" BRASS GLOBE-COURING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING 1/2" NPT PLASTIC ROUBER COVER, AND 2-PIECE BODY.	9			
■	MATCO-NORCA 513T 3/4"-2" BRONZE GATE VALVE, FULL PORT, HEAVY DUTY, NON-RESIN STEM, IPS, WHEEL HANDLE. SAME SIZE AS MAINLINE PIPE.	2			
■	BRNO 1-500-A REFER TO DETAIL N, SHEET LS-20-BRASS BALL VALVE SHUT OFF VALVE, THREADED END CONNECTIONS, 1/2" TO 3", SIZE TO MAINLINE. ALL BALL VALVES TO BE INSTALLED SO THE HANDLE IS OPERATED VERTICALLY.	17			
■	HUNTER R2-1800-RED-SS MODULAR CONTROLLERS, 18 STATIONS, OUTDOOR MODEL, STAINLESS STEEL, FEDERAL, COMMERCIAL USE. WITH TWO FOR-K008 MODULES INCLUDED.	1			
■	HUNTER WSS WHEELS SOLAR RAIN FREEZE RESISTOR WITH OUTDOOR INTERFACE, CONNECTS TO HUNTER P2C, P2D-C, AND P2D-E CONTROLLERS. INSTALL AS NOTED. INCLUDES 10 YEAR LITHIUM BATTERY AND RUBBER MODULE COVER, AND OUTER MOUNT BRACKET.	1			
■	PRESSURE REGULATOR 2" WATTS PRESSURE REGULATOR, SET DISCHARGE PRESSURE TO 80PSI.	1			
■	RECYCLED WATER SIGN	6			
■	SWING CHECK VALVE 2" SWING CHECK VALVE	1			
■	WYE STRAINER 2" WATTS WYE STRAINER W/ 30 MESH SCREEN	1			
■	WATER METER 1-1/2" RECYCLED WATER METER - SEE CIVIL PLANS	1			
IRRIGATION LATERAL LINE, PVC SCHEDULE 40 PURPLE PIPE FOR RECLAIMED WATER		3,177 L.F.			
IRRIGATION MAINLINE, PVC SCHEDULE 40 PURPLE PIPE FOR RECLAIMED WATER		2,739 L.F.			
PIPE SLEEVE, PVC SCHEDULE 40		381.4 L.F.			

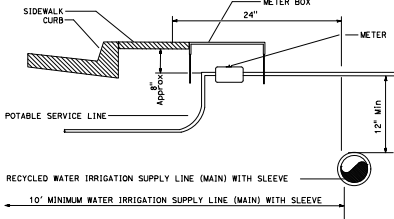
CRITICAL ANALYSIS

Generated:	2018-11-29 14:25
P.O.C. NUMBER: 01	
Water Source Information:	Recycled Water
Meter - See Civil Plans	
FLOW AVAILABLE:	1-1/2"
Water Meter Size:	75.00 gpm
Flow Available:	
PRESSURE AVAILABLE:	80.00 gpm
Static Pressure at POC:	5.00 ft
Elevation Change:	2'
Service Line Size:	10.00 in
Length of Service Line:	17.00 ft
Pressure Available:	
DESIGN ANALYSIS:	
Minimum Multi-use Flow:	75.00 gpm
Flow Available at POC:	75.00 gpm
Residual Flow Available:	0.00 gpm
Critical Station:	2
Design Pressure:	10.00 psi
Friction Loss:	0.17 psi
Fittings Loss:	0.12 psi
Demerit Loss:	0.00 psi
Loss through Valve:	43.89 psi
Pressure Req. at Critical Station:	0.14 psi
Loss for Friction:	0.00 psi
Loss for Minor Loss:	0.00 psi
Loss for POC to Valve Elevation:	0.00 psi
Loss for Resor Meter:	11.30 psi
Critical Station Pressure at POC:	67.72 psi
Pressure Available:	77.00 psi
Residual Pressure Available:	9.28 psi

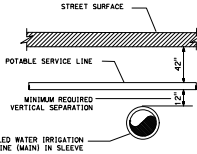
NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE	SCALE	 <p>100 EL SAN FERNANDO ST. #250 SAN JOSE, CA 95113 (909) 909-4130</p>	 <p>NAPA VALLEY TRANSPORTATION AUTHORITY FLEET MAINTENANCE AND OPERATIONS FACILITY 96.101 SHEEHY COURT, NAPA, CA</p>	LANDSCAPE IRRIGATION NOTES SHEET 5 OF 7	DRAWN BY: MORGAN, M. (08/09)	CHECKED BY: HENRY, W. (08/09)	IN CHARGE: MADSEN, M. (08/09)	DATE: 1/8/18	SCALE: HORIZONTAL	SHEET NO: L-105
1	COUNTY OF NAPA-SUBMITAL 2		MEYERHOFFER, P.	08/09B	VERTICAL				SHEET NO:					

POTABLE/RECYCLED WATER SERVICE LINE NOTES:

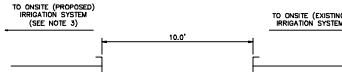
VERTICAL CLEARANCE OF 12" MINIMUM IS MANDATORY WHEN CROSSING PATH OF A POTABLE WATER LINE. INSTALLATION OF RECYCLED WATER IRRIGATION SUPPLY LINE (MAIN) 610 FROM BACK OF SIDEWALK WILL PROVIDE THE NECESSARY 12" HORIZONTAL CLEARANCE FROM THE POTABLE SUPPLY LINE (MAIN) IN THE STREET.



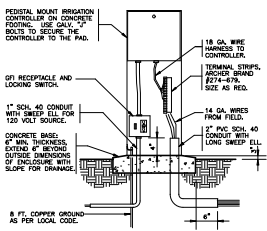
A POTABLE SERVICE LINE CROSSING
NOT TO SCALE NAPA SANITATION DISTRICT STANDARDS



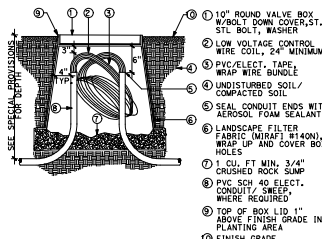
B POTABLE MAINLINE CROSSING
NOT TO SCALE NAPA SANITATION DISTRICT STANDARDS



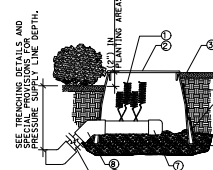
C 10' SEPARATION DETAIL
NOT TO SCALE NAPA SANITATION DISTRICT STANDARDS



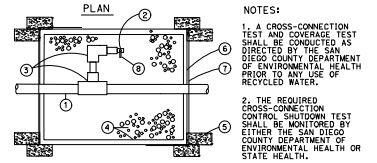
D PEDESTAL MOUNT CONTROLLER
1" = 1'-0" 32 8409-13-04



E CONTROL WIRE PULL BOX
NOT TO SCALE

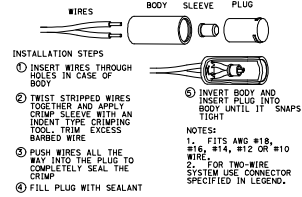


F SPARE WIRE BOX
NOT TO SCALE

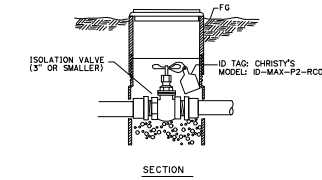


G BALL VALVE CROSS CONNECTION CONTROL TEST STATION (BVCCCTS)
NOT TO SCALE

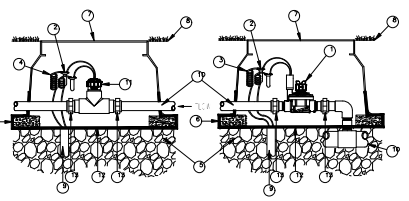
SPECIFICATION	MINIMUM REQUIREMENT
NON-SHOCK COLD WATER WORKING PRESSURE	400 PSI
SEATS	TFE (TEFLON)
O-RING SEALS	TFE (TEFLON)



H WIRE CONNECTOR
NOT TO SCALE



I SIGN/TAG FOR RW IRRIGATION VALVES
NOT TO SCALE



J MASTER VALVE AND FLOW SENSOR
NOT TO SCALE

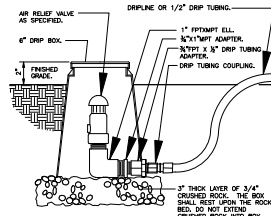
NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE	SCALE
			MORGAN, M.	08/08/13	HORIZONTAL
			DRAWN BY		
			HENRY, W.	08/08/13	VERTICAL
			CHECKED BY		
			MAISON, M.	08/08/13	
			IN CHARGE		
			MEYERHOFER, P.	08/08/13	

100 N. SAN FERNANDO ST. #250
SAN JOSE, CA 95113
(950) 894-1130

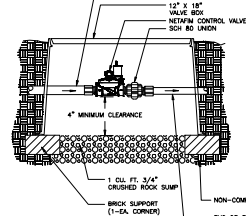
NAPA VALLEY TRANSPORTATION AUTHORITY
FLEET MAINTENANCE AND OPERATIONS FACILITY
96.101 SHEEHY COURT, NAPA, CA

LANDSCAPE IRRIGATION DETAILS
SHEET 6 OF 7

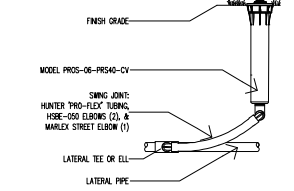
L-106
SHEET NO.



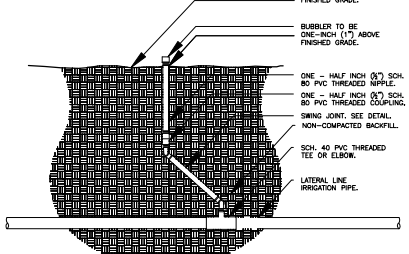
K DRIP AIR RELIEF VALVE IN BOX
3" x 1'-0"



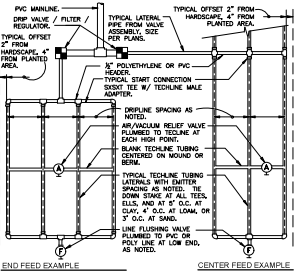
L 1-1/2" DRIP CONTROL VALVE
1 1/2" x 1'-0"



M PROS-06-PRS40-CV - MP ROTATOR SPRINKLER
2" x 1'-0"



N BUBBLER ON RISER
3" x 1'-0"



O TYPICAL NETAFIM TECHLINE REQUIREMENTS
5" x 1'-0"

SLOPED CONDITION NOTES:

1. DRIPLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
3. TECHLINE NORMAL SPACING WITHIN THE TOP 1/3 OF SLOPE.
4. INSTALL TECHLINE AT NORMAL SPACING PLUS 20% AT THE BOTTOM 1/3 OF THE SLOPE.
5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM 1/3 ON A SEPARATE VALVE.

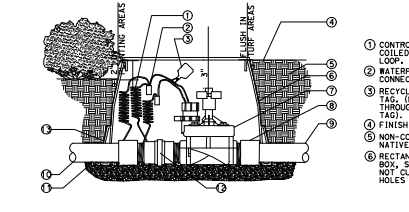
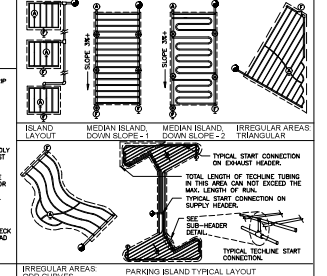
DRIPLINE SPACING (IN)	12"				18"				24"			
	0.4	0.6	0.9	0.4	0.6	0.9	0.6	0.6	0.6	0.6	0.6	0.6
15	292	233	175	410	322	247	405	308				
25	387	321	238	558	438	335	553	423				
35	486	365	278	656	514	394	649	487				
45	520	407	311	732	574	438	728	555				

TECHLINE MAXIMUM LENGTH OF SINGLE LATERAL (FEET)

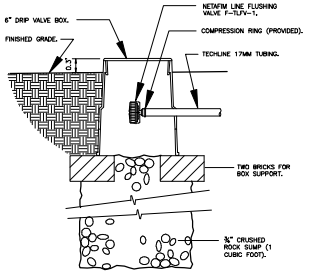
DRIPLINE SPACING (IN)	0.4	0.6	0.9	0.6	0.9	0.6
12"	40.00	0.67	61.00	1.02	92.00	1.23
18"	26.67	0.44	41.00	0.68	61.00	1.02
24"	N/A	N/A	31.00	0.51	46.00	0.77

TECHLINE FLOW PER 100 FEET

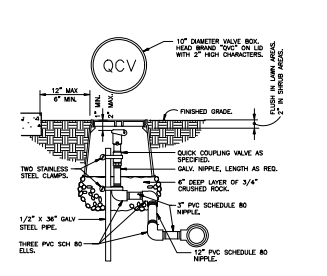
DRIPLINE SPACING (IN)	0.4	0.6	0.9	0.6	0.9	0.6
12"	0.29	0.21	0.21	0.29	0.29	0.29
18"	0.44	0.28	0.28	0.44	0.44	0.44
24"	N/A	N/A	0.21	0.21	0.21	0.21



P REMOTE CONTROL VALVE ASSEMBLY
NOT TO SCALE



Q NETAFIM TECHLINE FLUSH VALVE
3" x 1'-0"

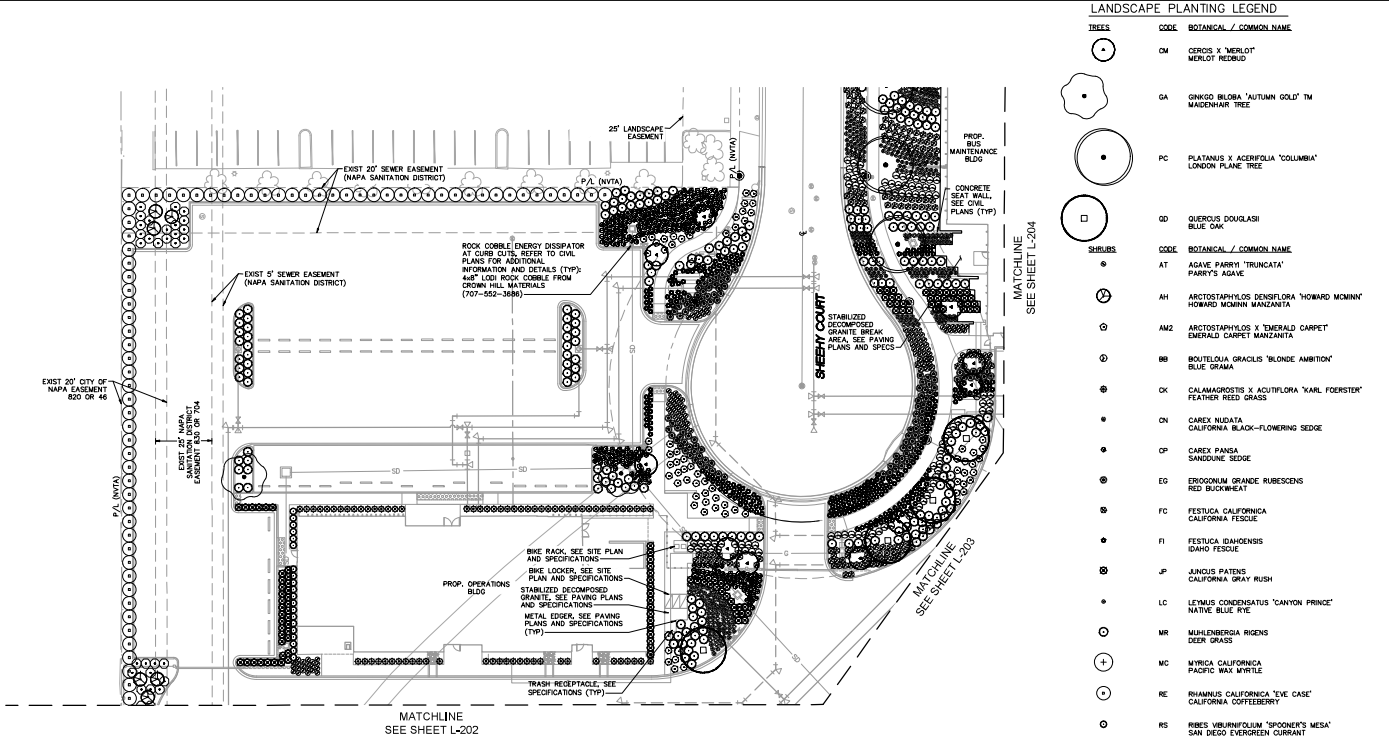


R QUICK COUPLING VALVE IN BOX
1 1/2" x 1'-0"

NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE	SCALE		Kimley Horn 100 EL SAN FERNANDO ST. #250 SAN JOSE, CA 95131 (925) 939-4130	NAPA VALLEY TRANSPORTATION AUTHORITY FLEET MAINTENANCE AND OPERATIONS FACILITY 96.100 SHEEHY COURT, NAPA, CA	LANDSCAPE IRRIGATION DETAILS SHEET 7 OF 7	DESIGNED BY MORGAN, M.	DATE 08/08/18	SCALE HORIZONTAL
			DRAWN BY HENRY, W.	CHECKED BY MADSON, M.	IN CHARGE MEYERHOFFER, P.							

NVT FLEET MAINTENANCE AND OPERATIONS FACILITY

Napa Valley Transportation Authority
LANDSCAPING MAINTENANCE SERVICES

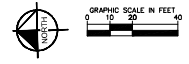


LANDSCAPE PLANTING LEGEND

TREES	
CODE	BOTANICAL / COMMON NAME
OM	CERCIS X 'MERLOT' MERLOT REDBUD
GA	GINKGO BILOBA 'AUTUMN GOLD'™ MADENHAY TREE
PC	PLATANUS X ACERIFOLIA 'COLUMBIA' LONDON PLANE TREE
GD	QUERCUS DOUGLASSI BLUE OAK
SHRUBS	
CODE	BOTANICAL / COMMON NAME
AT	AGAVE PARVIFLORUS 'TRUNCATA' PARRY'S AGAVE
AH	ARCTOSTAPHYLOS DENSOFLORA 'HOWARD MCMINN' HOWARD MCMINN MANZANITA
AM2	ARCTOSTAPHYLOS X TERNstroedii 'EMERALD CARPET' EMERALD CARPET MANZANITA
BB	BOUTELOUA GRAECLIS 'BLONDE AMBITON' BLUE GRAMA
OK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS
ON	CAREX NUDATA CALIFORNIA BLACK-FLOWERING SEDGE
OP	CAREX PANSA SANDWICH ISLAND SEDGE
EG	ERIOGONUM GRANDE RUBESCENS RED BUCKWHEAT
FC	FESTUCA CALIFORNICA CALIFORNIA FESCUE
FI	FESTUCA IDAHOENSIS IDAHO FESCUE
JP	JUNCUS PATENS CALIFORNIA GRAY RUSH
LC	LEPTINUS CONDENSATUS 'CANYON PRINCE' NATIVE BLUE EYE
MR	MULLENBERGIA RIGENS DEER GRASS
WC	MYRICA CALIFORNICA PACIFIC WAX MYRTLE
RE	RHAMNUS CALIFORNICA 'EYE CASE' CALIFORNIA COFFEEBERRY
RS	RIBES VIBURNIFOLIUM 'SPOONER'S MESA' SAN DIEGO EVERGREEN CURRANT
SS	SALVIA SONOMENSIS CREEPING SAGE
GROUND COVERS	
CODE	BOTANICAL / COMMON NAME
HS	HYDROSEED NATIVE SEED MIX REFERENCE SPECIFICATIONS AND SPECIAL PROVISIONS FOR SEED MIX, APPLICATION RATES, AND ADDITIONAL INFORMATION.

NOTE TO CONTRACTOR

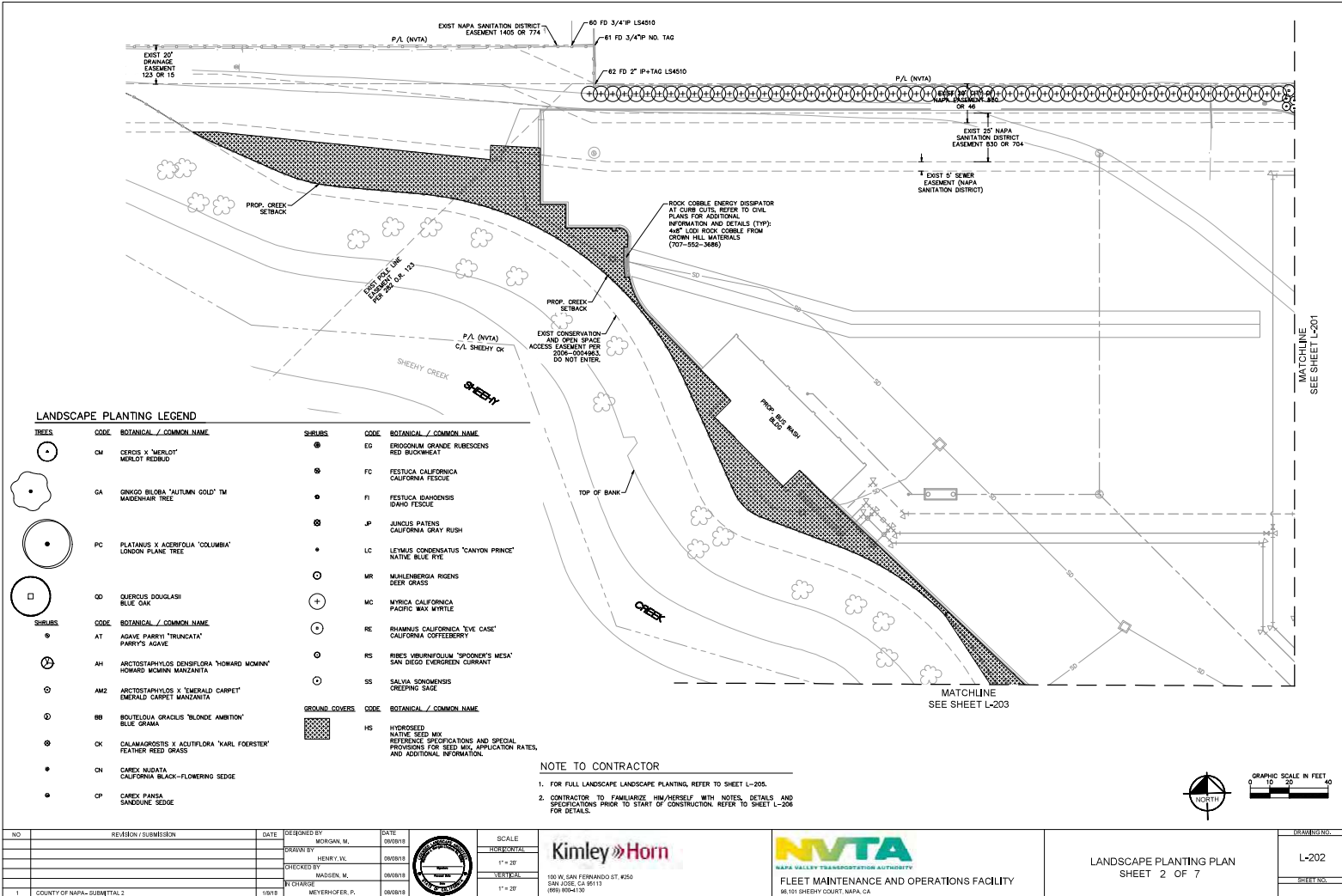
- FOR FULL LANDSCAPE LANDSCAPE PLANTING, REFER TO SHEET L-200.
- CONTRACTOR TO FAMILIARIZE HIM/HERSELF WITH NOTES, DETAILS AND SPECIFICATIONS PRIOR TO START OF CONSTRUCTION. REFER TO SHEET L-206 FOR DETAILS.



NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE	SCALE			LANDSCAPE PLANTING PLAN SHEET 1 OF 7	DATE PLOTTED
1	COUNTY OF NAPA - SUBMITTAL 2	1/8/18	MEYERHOFFER, P.	08/08/18	1" = 20'				100 BL SAN FERNANDO ST. #250 SAN JOSE, CA 95113 (925) 939-4130

NVT FLEET MAINTENANCE AND OPERATIONS FACILITY

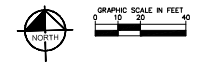
Napa Valley Transportation Authority
LANDSCAPING MAINTENANCE SERVICES



LANDSCAPE PLANTING LEGEND

TREES		SHRUBS	
CODE	BOTANICAL / COMMON NAME	CODE	BOTANICAL / COMMON NAME
CM	CERIS X 'MERLOT' MERLOT REDBUD	EG	ERIOGONUM GRANDE RUBESCENS RED BUCKWHEAT
GA	QUINQ. BILoba 'AUTUMN GOLD'™ MADAGASCAR TREE	FC	FESTUCA CALIFORNICA CALIFORNIA FESCUE
PC	PLATANUS X ACERIFOLIA 'COLUMBIA' LONDON PLANE TREE	FI	FESTUCA BAIANDENSIS DUNO FESCUE
QD	QUERCUS DOUGLASHI BLUE OAK	JP	JUNCUS PATENS CALIFORNIA GRAY RUSH
		LC	LEYMUS CONDENSATUS 'CANYON PRINCE' NATIVE BLUE EYE
		MR	MULLENBERGIA RIGENS DEER GRASS
		MC	MYRTICA CALIFORNICA PACIFIC WAX MYRTLE
		RE	RHAMNUS CALIFORNICA 'EVE CASE' CALIFORNIA COFFEEBERRY
		RS	RIBES VIBURNIFOLIUM 'SPONKEN'S MESA' SAN DIEGO EMERALD CURRIANT
		SS	Salvia SONMENSIS CREEPING SAGE
SHRUBS		GROUND COVERS	
CODE	BOTANICAL / COMMON NAME	CODE	BOTANICAL / COMMON NAME
AT	AGAVE PARRYI 'TRUNCATA' PARRY'S AGAVE	HS	HYDROSEED NATIVE SEED MIX REFERENCE SPECIFICATIONS AND SPECIAL PROVISIONS FOR SEED MIX, APPLICATION RATES, AND ADDITIONAL INFORMATION.
AH	ARCTOSTAPHYLOS DENSIFLORA 'HOWARD WOMAN' HOWARD WOMAN MANZANITA		
AM2	ARCTOSTAPHYLOS X 'EMERALD CARPET' EMERALD CARPET MANZANITA		
BB	BOULEGOU GRACILIS 'BLONDE AMBITION' BLUE GRAMA		
CK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS		
CN	CAREX NIGATA CALIFORNIA BLACK-FLOWERING SEDGE		
CP	CAREX PANZA SANDLINE SEDGE		

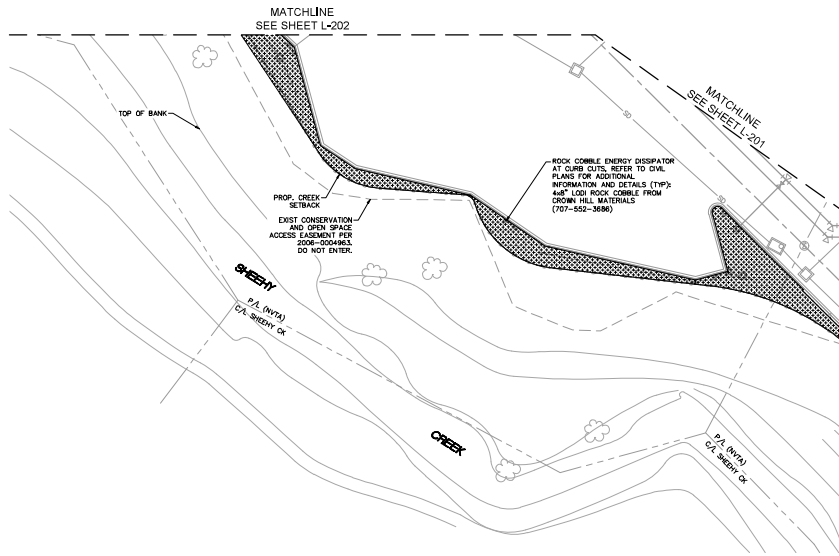
NOTE TO CONTRACTOR
1. FOR FULL LANDSCAPE PLANTING, REFER TO SHEET L-205.
2. CONTRACTOR TO FAMILIARIZE HIM/HERSELF WITH NOTES, DETAILS AND SPECIFICATIONS PRIOR TO START OF CONSTRUCTION. REFER TO SHEET L-206 FOR DETAILS.



NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE	SCALE	 100 EL SAN FERNANDO ST. #250 SAN JOSE, CA 95113 (950) 894-1130	 FLEET MAINTENANCE AND OPERATIONS FACILITY	LANDSCAPE PLANTING PLAN SHEET 2 OF 7	REVISION NO.
			DRAWN BY		HORIZONTAL				L-202
			CHECKED BY		VERTICAL				SHEET NO.
1	COUNTY OF NAPA - SUBMITTAL 2	1/8/18	IN CHARGE	MEYERHOFER, P.	1" = 20'				

NAPA FLEET MAINTENANCE AND OPERATIONS FACILITY

Napa Valley Transportation Authority
LANDSCAPING MAINTENANCE SERVICES

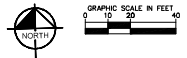


LANDSCAPE PLANTING LEGEND

TREES	CODE	BOTANICAL / COMMON NAME
	OM	CERCIS X 'MERLOT' MERLOT REDBUD
	OA	GINKGO BILOBA 'AUTUMN GOLD'™ MADENHAY TREE
	PC	PLATANUS X ACERIFOLIA 'COLUMBIA' LONDON PLANE TREE
	OD	QUERCUS DOUGLASSI BLUE OAK
SHRUBS	CODE	BOTANICAL / COMMON NAME
	AT	AGAVE PARRYI 'TRUNCATA' PARRY'S AGAVE
	AH	ARCTOSTAPHYLOS TENSIFLORA 'HOWARD MCMINN' HOWARD MCMINN MANZANITA
	AM2	ARCTOSTAPHYLOS X TERNstroed CARPET EMERALD CARPET MANZANITA
	BB	BOUTELOUA GRAECUS 'BLONDE AMBITON' BLUE GRAMA
	OK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS
	ON	CAREX NUDATA CALIFORNIA BLACK-FLORING SEDGE
	OP	CAREX PANSA SANDWINE SEDGE
	EG	ERIOGONUM GRANDE RUBESCENS RED BUCKWHEAT
	FC	FESTUCA CALIFORNICA CALIFORNIA FESCUE
	FI	FESTUCA IDAHOENSIS IDAHO FESCUE
	JP	JUNCUS PATENS CALIFORNIA GRAY RUSH
	LC	LEPNIS CONDENSATUS 'CANYON PRINCE' NATIVE BLUE RYE
	MR	MULLENBERGIA RIGENS DEER GRASS
	MC	MYRICA CALIFORNICA PACIFIC WAX MYRTLE
	RE	RHAMNUS CALIFORNICA 'EVE CASE' CALIFORNIA COFFEEBERRY
	RS	RIBES VIBURNIFOLIUM 'SPOONER'S MESA' SAN DIEGO EVERGREEN CURRANT
	SS	SALVIA SONOMENSIS CREEPING SAGE
GROUND COVERS	CODE	BOTANICAL / COMMON NAME
	HS	HYDROSEED NATIVE SEED MIX REFERENCE SPECIFICATIONS AND SPECIAL PROVISIONS FOR SEED MIX, APPLICATION RATES, AND ADDITIONAL INFORMATION.

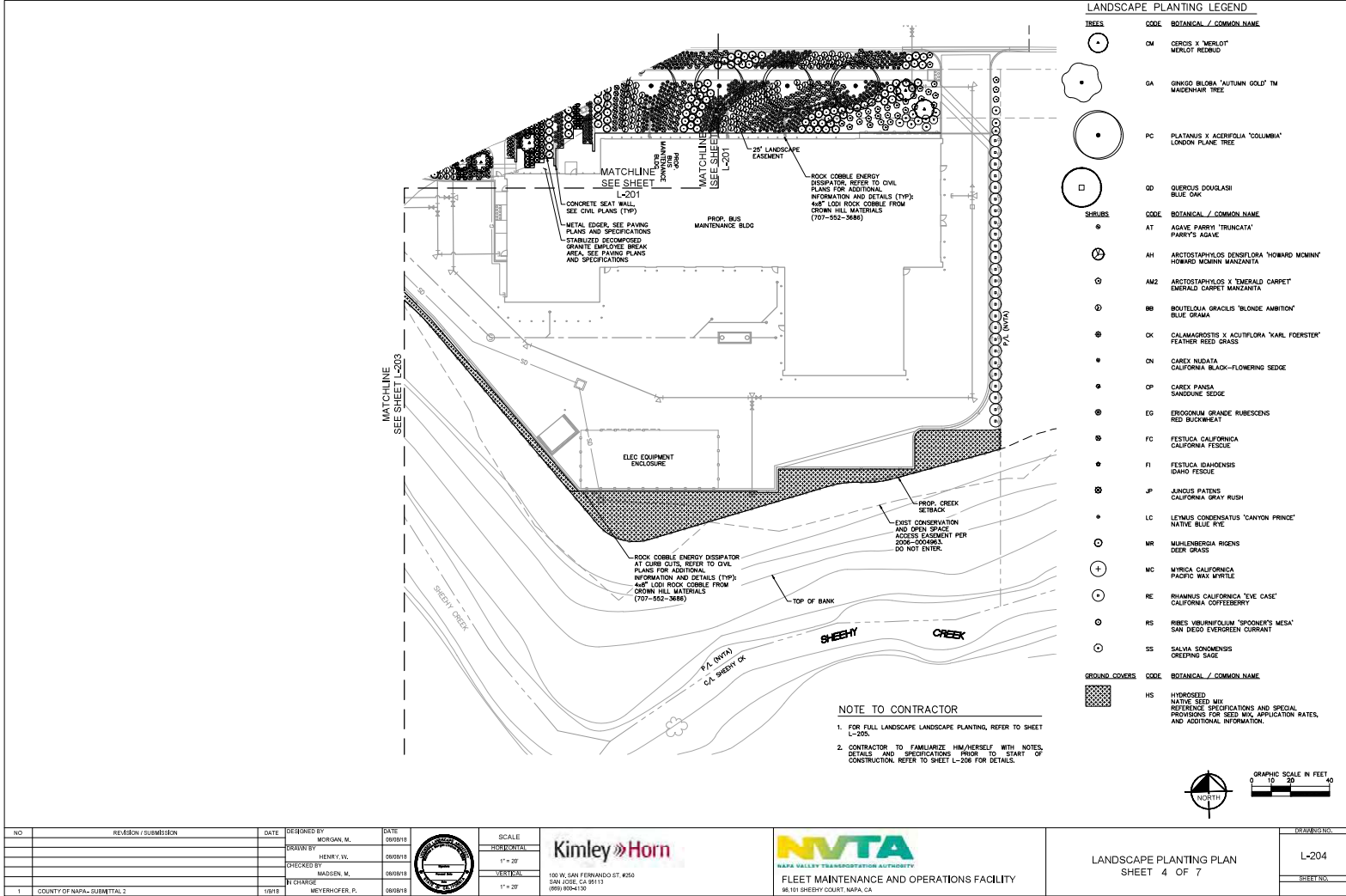
NOTE TO CONTRACTOR

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- CONTRACTOR TO FAMILIARIZE HIM/HERSELF WITH NOTES, DETAILS AND SPECIFICATIONS PRIOR TO START OF CONSTRUCTION. REFER TO SHEET L-206 FOR DETAILS.

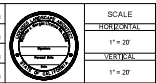


NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE	SCALE	 100 EL SAN FERNANDO ST. #250 SAN JOSE, CA 95113 (909) 894-4130	 NAPA VALLEY TRANSPORTATION AUTHORITY FLEET MAINTENANCE AND OPERATIONS FACILITY 96.101 SHEEHY COURT, NAPA, CA	LANDSCAPE PLANTING PLAN SHEET 3 OF 7	DATE PLOTTED
			DRAWN BY	DATE	HORIZONTAL				L-203
			CHECKED BY	DATE	VERTICAL				SHEET NO.
1	COUNTY OF NAPA - SUBMITTAL 2	1/8/18	IN CHARGE	DATE	1" = 20'				

Napa Valley Transportation Authority
LANDSCAPING MAINTENANCE SERVICES



NO.	REVISION / SUBMISSION	DATE	DESIGNED BY	DATE
			MORGAN, M.	09/09/18
			DRAWN BY	HENRY, J.V.
			CHECKED BY	WADSEN, M.
			IN CHARGE	MEYERHOFFER, P.
1	COUNTY OF NAPA - SUBMITTAL 2	1/8/18		08/08/18



Kimley Horn

100 EL SAN FERNANDO ST. #250
SAN JOSE, CA 95113
(408) 954-1130

NVTA
NAPA VALLEY TRANSPORTATION AUTHORITY
FLEET MAINTENANCE AND OPERATIONS FACILITY
96.101 SHEEHY COURT, NAPA, CA

LANDSCAPE PLANTING PLAN
SHEET 4 OF 7

L-204
SHEET NO.

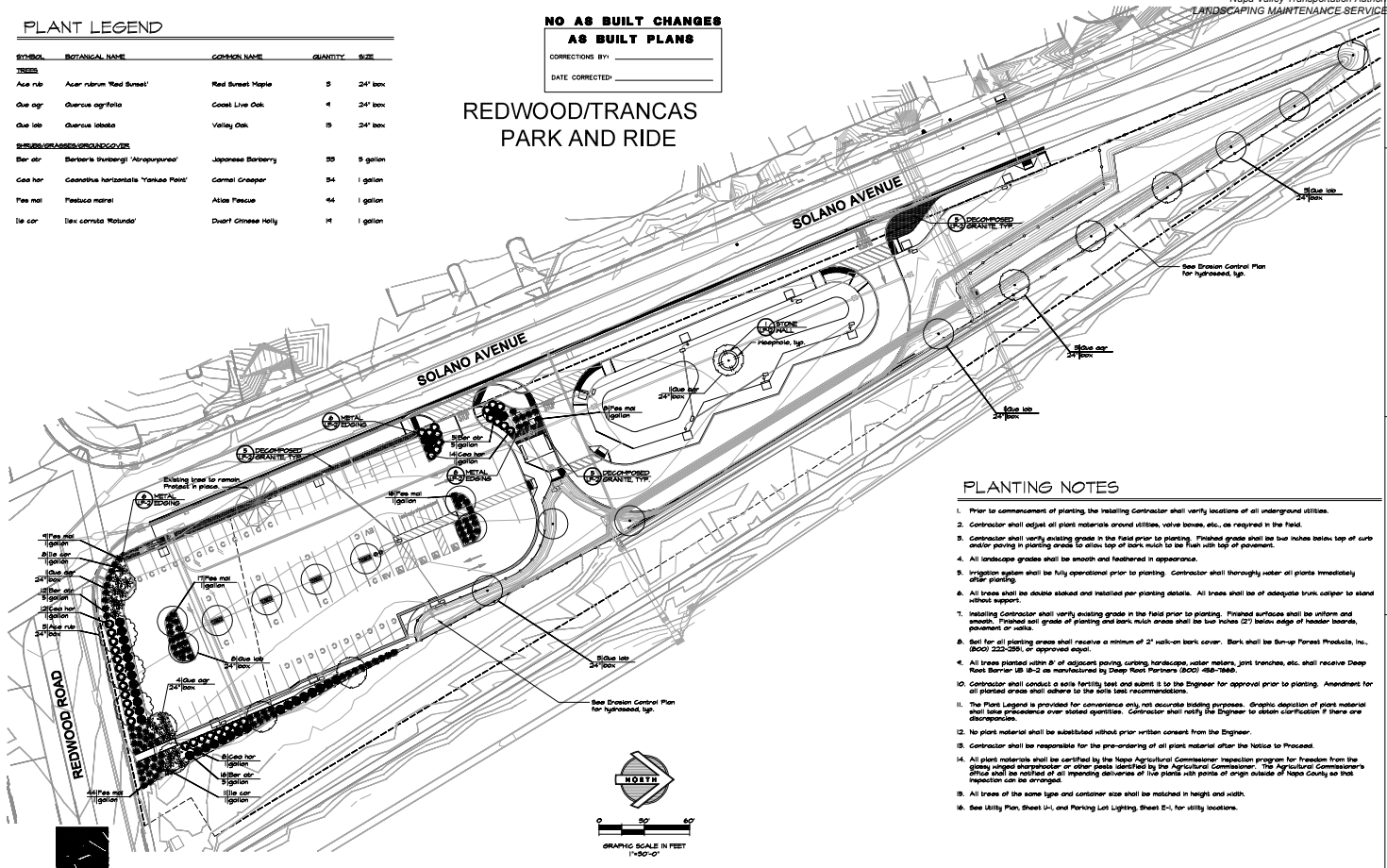
PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE
TREES				
Asc nb	Acer rubrum 'Red Sunset'	Red Sunset Maple	5	24" box
Que ogr	Quercus agrifolia	Coast Live Oak	4	24" box
Que lab	Quercus laevis	Valley Oak	5	24" box
SHRUBS, VINES AND GROUND COVERS				
Bar otr	Berberis thunbergii 'Atropurpurea'	Japanese Barberry	55	5 gallon
Cae hor	Ceanothus horizontalis 'Yankee Point'	Cornel Creeper	34	1 gallon
Fes mal	Festuca microstachya	Atlas Fescue	44	1 gallon
Dw cor	Dwarf Cornus 'Rotunda'	Dwarf Chinese Holly	14	1 gallon

**NO AS BUILT CHANGES
AS BUILT PLANS**

CORRECTIONS BY: _____
DATE CORRECTED: _____

**REDWOOD/TRANCAS
PARK AND RIDE**



PLANTING NOTES

1. Prior to commencement of planting, the installing Contractor shall verify locations of all underground utilities.
2. Contractor shall adjust all plant materials around utilities, valve boxes, etc., as required in the field.
3. Contractor shall verify existing grade in the field prior to planting. Finished grade shall be two inches below top of curb and/or paving in planting areas to allow top of bark mulch to be flush with top of pavement.
4. All landscape grades shall be smooth and feathered in appearance.
5. Irrigation system shall be fully operational prior to planting. Contractor shall thoroughly water all plants immediately after planting.
6. All trees shall be double staked and installed per planting details. All trees shall be of adequate trunk caliper to stand without support.
7. Installing Contractor shall verify existing grade in the field prior to planting. Finished surfaces shall be uniform and smooth. Finished soil grade of planting and bark mulch areas shall be two inches (2") below edge of header boards, pavement or curbs.
8. Soil for all planting areas shall receive a minimum of 2" walk-on bark cover. Bark shall be Sun-up Forest Products, Inc. (SUCO) 323-095, or approved equal.
9. All trees planted within 6' of adjacent paving, curbing, landscape, water meters, joint trenches, etc. shall receive Deep Root Barrier 18 18-2 as manufactured by Deep Root Barriers (DRC) 450-7840.
10. Contractor shall conduct a soil fertility test and submit it to the Engineer for approval prior to planting. Amendment for all planted areas shall adhere to the soils test recommendations.
11. The Plant Legend is provided for convenience only, not accurate bidding purposes. Graphic depiction of plant material shall take precedence over stated quantities. Contractor shall notify the Engineer to obtain clarification if there are discrepancies.
12. No plant material shall be substituted without prior written consent from the Engineer.
13. Contractor shall be responsible for the pre-ordering of all plant material after the Notice to Proceed.
14. All plant materials shall be certified by the Napa Agricultural Commissioner Inspection program for Freedom from the gummy jugged sheathrot or other pests identified by the Agricultural Commissioner. The Agricultural Commissioner's office shall be notified of all impending deliveries of live plants with points of origin outside of Napa County so that inspection can be arranged.
15. All trees of the same type and container size shall be matched in height and width.
16. See Utility Plan sheet U-1, and Parking Lot Lighting sheet E-1, for utility locations.

GSM landscape architects
1705 Third Street
Napa, California 94550
(707) 255-6800
California License Number 2790

REVISIONS			
NO.	DESCRIPTION	DATE	BY

DRAWN BY: *RM* DATE: 11/20/18
DESIGNED BY: *BT* DATE: 11/20/18
CHECKED BY: *GSM* DATE: 11/20/18
Page 34 of 84

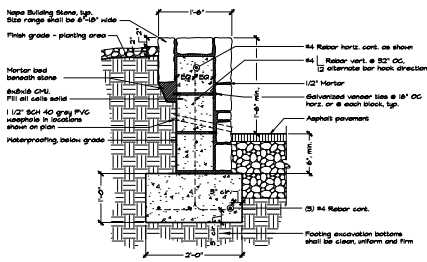
**CITY OF NAPA
PUBLIC WORKS DEPARTMENT**

PLANS PREPARED UNDER THE DIRECTION OF *[Signature]* 11/20/18 DATE

DATE: NOVEMBER 4, 2018
CADD FILED: *[initials]*
DRAWING NO. LP-1
SHEET NO. 20 OF 25

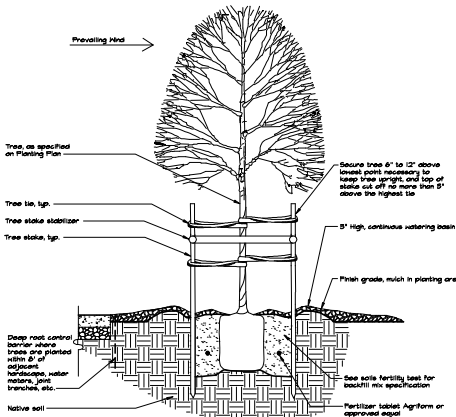
**NO AS BUILT CHANGES
AS BUILT PLANS**

CORRECTIONS BY: _____
DATE CORRECTED: _____



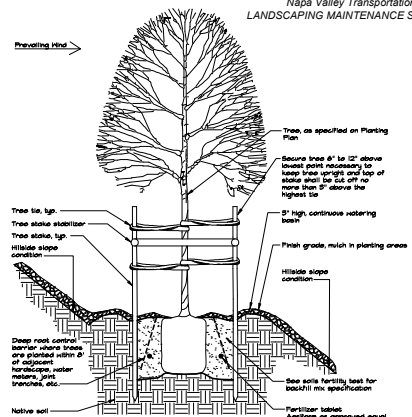
- NOTES:**
1. Stone shall be Napa Building Stone available from Napa Industries Incorporated, 2501 Napa-Vallejo Hwy, Napa, CA 94959 (707) 250-0711 or approved equal. Size shall be a mix and random range of 6" - 18" width and height. Contractor shall submit samples for approval.
 2. Drainage material joints between stones, typ.
 3. Fit stones carefully to avoid unnecessary large mortar joints.
 4. Joints shall be 1/2" wide, min. Mortar shall be robust gray.
 5. Contractor shall provide a 4'-0" full length rebar of stone wall for review and approval by the Engineer.
 6. See Civil Drawings for soil compaction, grading and drainage design.

1 STONE WALL
NOT TO SCALE



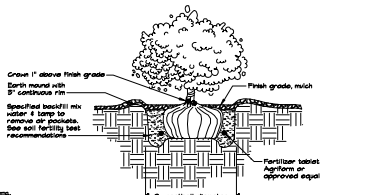
- NOTES:**
1. Root ball shall rest on undisturbed soil.
 2. Plant labels shall be equally spaced around root ball. The number of labels shall be 4 for 1/2 gallon and 6 for 2/3 gallon, or as specified in the soils fertility test recommendations.
 3. Contractor shall water planting pit thoroughly following planting.
 4. See Planting Notes on Landscape Plan, Sheet LP-1, for full specification.
 5. Contractor shall install two (2) inch diameter by twelve (12) foot minimum edge pine stakes or approved equal. Trees shall be staked parallel with the direction of the prevailing wind. Stakes shall be pressure treated with a wood preservative material.
 6. Contractor shall space tree stakes with Western Manufacturing tree stake stabilizer or approved equal as available through Hansen (707) 259-7979.
 7. Contractor shall fit trees with 24 inch minimum Grotrol tree tie or approved equal as available through Hansen (707) 259-7979.
 8. Contractor shall use Deep Root Barrier RB 18-2 as manufactured by Deep Root Partners, (800) 686-5646.

2 TREE PLANTING AND STAKING
NOT TO SCALE



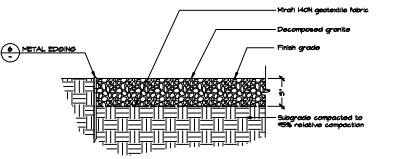
- NOTES:**
1. Root ball shall rest on undisturbed soil.
 2. Plant labels shall be equally spaced around root ball. The number of labels shall be 4 for 1/2 gallon and 6 for 2/3 gallon, or as specified in the soils fertility test recommendations.
 3. Contractor shall water planting pit thoroughly following planting.
 4. See Planting Notes on Landscape Plan, Sheet LP-1, for full specification.
 5. Contractor shall install two (2) inch diameter by twelve (12) foot minimum edge pine stakes or approved equal. Trees shall be staked parallel with the direction of the prevailing wind. Stakes shall be pressure treated with a wood preservative material.
 6. Contractor shall space tree stakes with Western Manufacturing tree stake stabilizer or approved equal as available through Hansen (707) 259-7979.
 7. Contractor shall fit trees with 24 inch minimum Grotrol tree tie or approved equal as available through Hansen (707) 259-7979.
 8. Contractor shall use Deep Root Barrier RB 18-2 as manufactured by Deep Root Partners, (800) 686-5646.

3 HILLSIDE TREE PLANTING AND STAKING
NOT TO SCALE



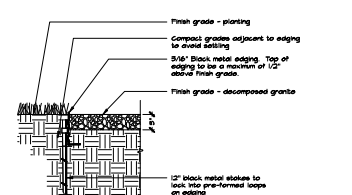
- NOTES:**
1. Root ball shall rest on undisturbed soil.
 2. Plant labels shall be equally spaced around root ball. The number of labels shall be 1 for 1/2 gal or 1/2" - 2 for 1 gallon, 3 for 3 gallon, and 4 for 5 gallon, or as specified in the soils fertility test recommendations.
 3. Contractor shall water planting pit thoroughly following planting.
 4. See Planting Notes on Landscape Plan, Sheet LP-1, for full specification.

4 SHRUB/GROUNDCOVER PLANTING
NOT TO SCALE



- NOTE:**
1. Decomposed granite shall be no more than 1/8" in size, and shall be Aikun dust in color. Decomposed Granite shall be as available at Granite Rock, 800 Green Island Road, American Canyon, CA 94920-8899, (707) 252-0244, or approved equal.

5 DECOMPOSED GRANITE
NOT TO SCALE



- NOTES:**
1. Metal Edging (metal maintenance strip) shall be Permaflex Permaflex as manufactured by Permaflex Construction, Inc., 141-B-000-556-6680, or approved equal.
 2. Color shall be black.

6 METAL EDGING
NOT TO SCALE

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(707) 255-6850 California License Number 2790

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CITY OF NAPA PUBLIC WORKS DEPARTMENT

DATE: NOVEMBER 4, 2019
CWD FILE: 19-000-556-6680
DRAWING NO. LP-2
SHEET NO. 21 of 25

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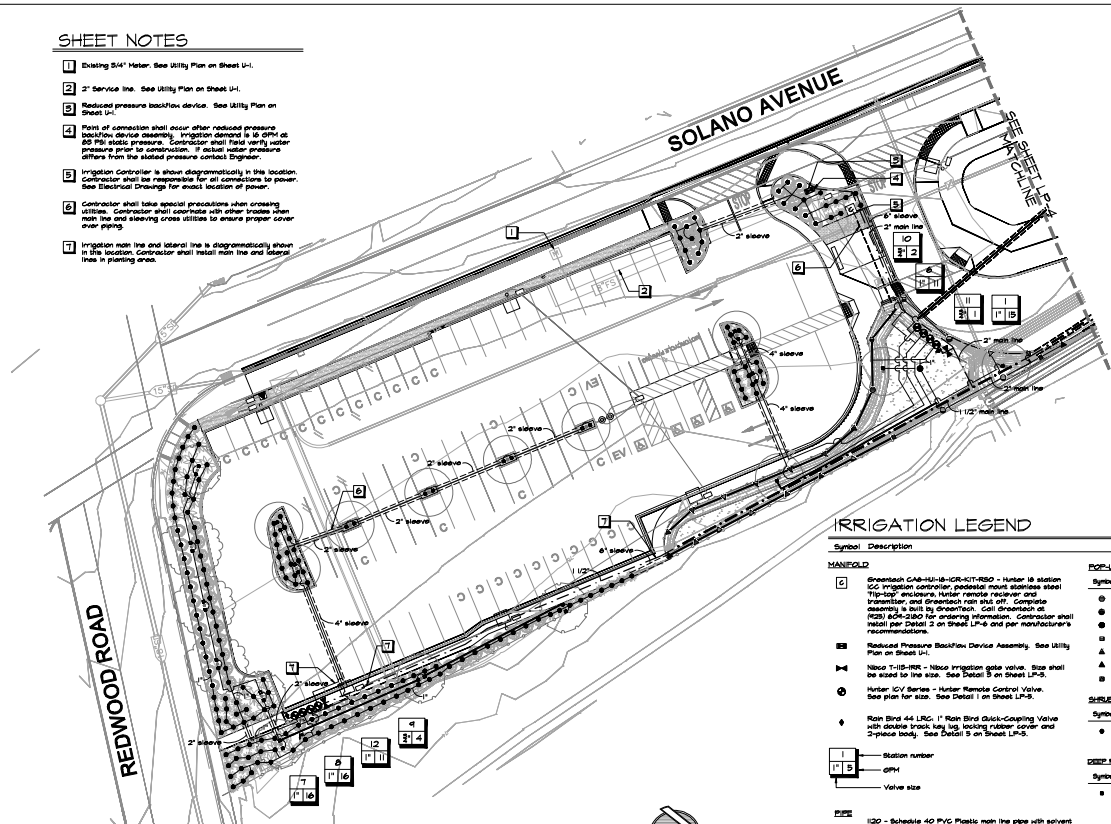
NAPA COUNTY TRANSPORTATION AND PUBLIC WORKS PLANNING AGENCY
 CITY OF NAPA PUBLIC WORKS DEPARTMENT
 DE DOKKEN ENGINEERING
 TRANCAS / HIGHWAY 29 PARK AND RIDGE FACILITY
 LANDSCAPE DETAILS

SHEET NOTES

- 1 Existing 3/4" Meter. See Utility Plan on Sheet U-1.
- 2 2" Service line. See Utility Plan on Sheet U-1.
- 3 Reduced pressure backflow device. See Utility Plan on Sheet U-1.
- 4 Point of connection shall occur after reduced pressure backflow device assembly. Irrigation demand is 30 GPM at 80 PSI static pressure. Contractor shall field verify water pressure prior to construction. If actual water pressure differs from the stated pressure contact Engineer.
- 5 Irrigation Controller to allow diagnostics in this location. Contractor shall be responsible for all connections to power. See Electrical Drawings for exact location of power.
- 6 Contractor shall take special precautions when crossing utilities. Contractor shall coordinate with other trades when mark the and steering cross utilities to ensure proper cover over piping.
- 7 Irrigation main line and lateral line is diagrammatically shown in this location. Contractor shall install main line and lateral lines in planting areas.

**NO AS BUILT CHANGES
AS BUILT PLANS**

CORRECTIONS BY: _____
DATE CORRECTED: _____



IRRIGATION LEGEND

Symbol	Description	PSI	GPM	RADIUS
MANIFOLD				
1	GreenTech CMB-10-10-10-10-10-10 - Hunter 10 station 10" irrigation controller, packaged mount, stainless steel tip-top enclosure, Hunter remote receiver and transmitter, and GreenTech 10" 10" GPM. Controller assembly is built by GreenTech. Call GreenTech at (800) 868-2380 for ordering information. Contractor shall install per Detail 2 on sheet LP-6 and per manufacturer's recommendations.			
2	Reduced Pressure Backflow Device Assembly. See Utility Plan on Sheet U-1.			
3	Nova Tru-Flow - Nova Irrigation gate valve. Size shall be sized to the size. See Detail 5 on sheet LP-5.			
4	Hunter 10" V Series - Hunter Remote Control Valve. See plan for size. See Detail 1 on sheet LP-5.			
5	Rain Bird 44 LRG, 1" Rain Bird Quick-Coupling Valve with double track leg, locking rubber cover and 2-phase body. See Detail 5 on Sheet LP-5.			
6	Station number			
7	GPM			
8	Valve size			
PIPE				
1	100 - Schedule 40 PVC Plastic main line pipe with solvent welded connections. See Schedule 40 PVC Plastic solvent welded fittings at all changes of direction. See plan for main line size.			
2	100 - Schedule 40 PVC Plastic lateral line pipe with Schedule 40 PVC Plastic solvent welded fitting. See plan for lateral pipe size. Unless otherwise noted all lateral line pipe shall be 5/4".			
3	100 - Schedule 40 PVC Plastic sewer with Schedule 40 PVC Plastic solvent welded fitting - full lines pipe size, extending 12" beyond pavement, both ends.			
POP-UP STREAM ROTOR SPRINKLER				
1	MPR40-12-CV-MP5000-40 Hunter 12" Pop-up Stream Rotor	40	1.5	27'-0"
2	MPR40-12-CV-MP5000-20 Hunter 12" Pop-up Stream Rotor	40	2.5	27'-0"
3	MPR40-12-CV-MP5000-260 Hunter 12" Pop-up Stream Rotor	40	3.64	27'-0"
4	MPR40-12-CV-MP5000-40 Hunter 12" Pop-up Stream Rotor	40	3.6	17'-0"
5	MPR40-12-CV-MP5000-40 Hunter 12" Pop-up Stream Rotor	40	3.1	12'-14"
6	MPR40-12-CV-MP5000-40 Hunter 12" Pop-up Stream Rotor	40	1.4	12'-14"
7	MPR40-12-CV-MP5000-SIDE Hunter 12" Pop-up Stream Rotor	40	1.1	5'-0"
SHRUB BUBBLER				
1	1401 Rain Bird Bubblers	50	35	Flood
DEEP ROOT WATERING SYSTEM				
1	R208-8-28-CV-SLEEVES Hunter Root Watering System (8" long R208 with stainless 28 GPM bubbler, check valve, internal plumbing, and 1/2" swing joint for connection to 1/2" pipe with face mounted sleeve made from 1/2" pipe).	50	35	Flood



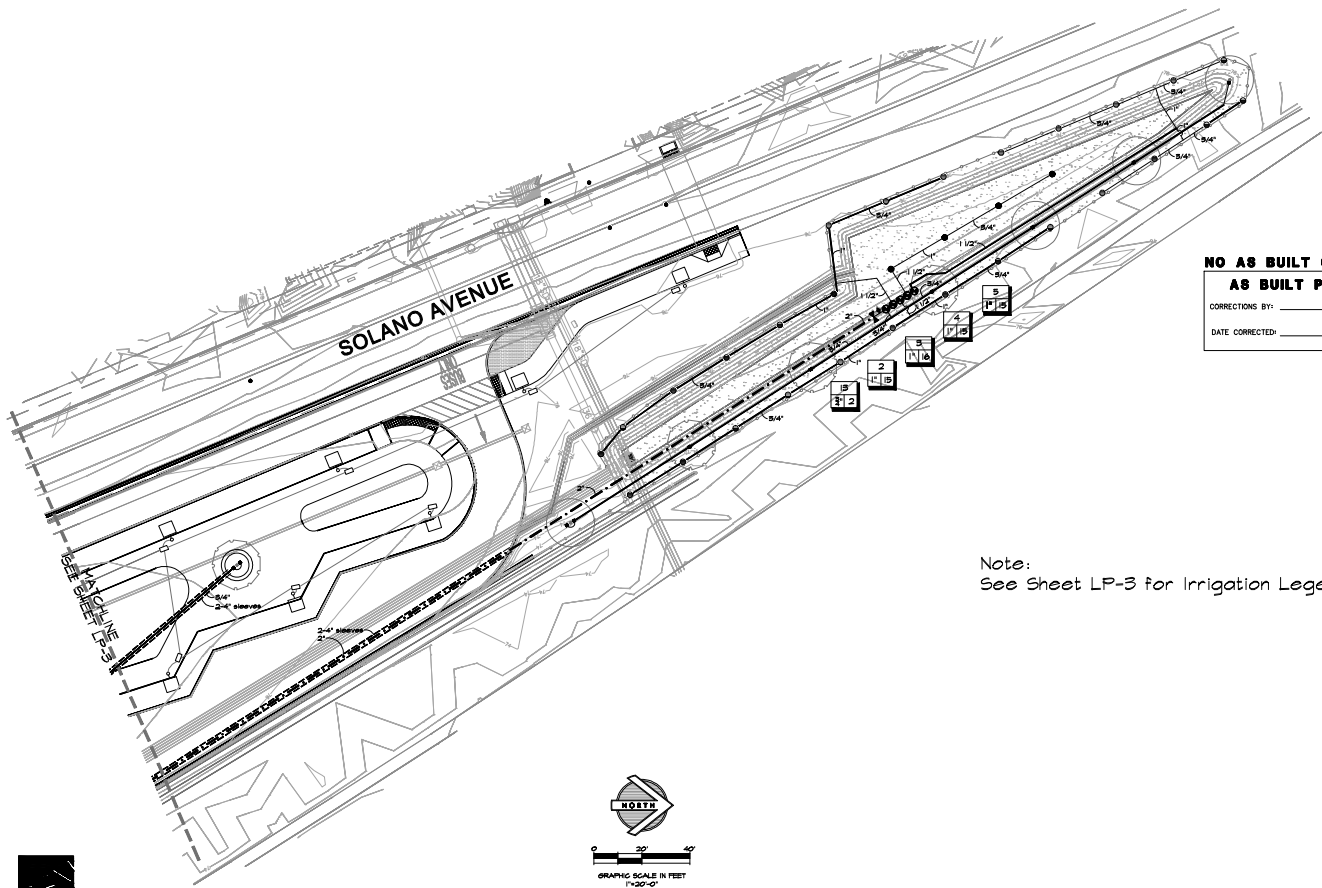
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California License Number 2790

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NO.	DESCRIPTION				

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CITY OF NAPA PUBLIC WORKS DEPARTMENT

DATE: NOVEMBER 4, 2009
CWD FILE: _____
DRAWING NO: LP-3
SHEET NO. 22 of 25



NO AS BUILT CHANGES
AS BUILT PLANS
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Note:
See Sheet LP-3 for Irrigation Legend

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DESIGNED BY: BT DATE: 11/20/18
CHECKED BY: GSM DATE: 11/20/18
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CITY OF NAPA
PUBLIC WORKS DEPARTMENT
PLANS PREPARED UNDER THE DIRECTION OF [Signature] 11/20/18
DATE

DATE: NOVEMBER 6, 2018
CADD FILE:
DRAWING NO. LP-4
SHEET NO. 23 OF 25

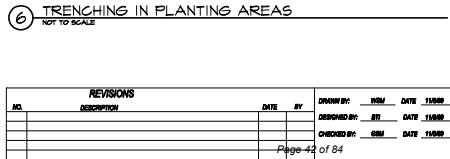
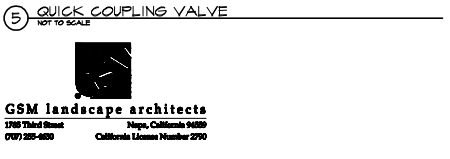
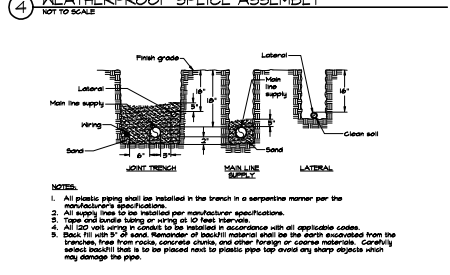
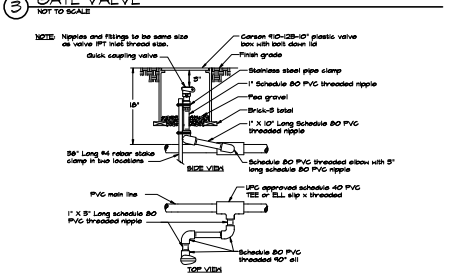
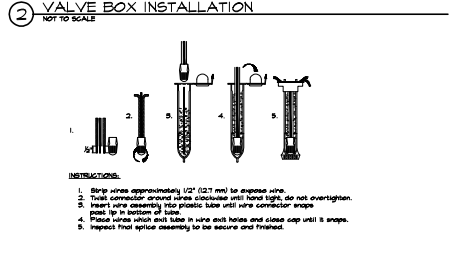
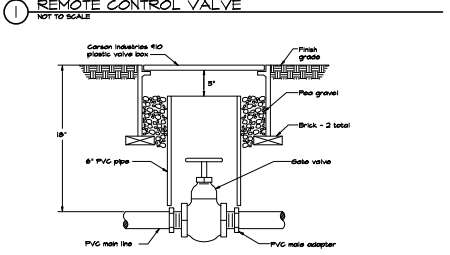
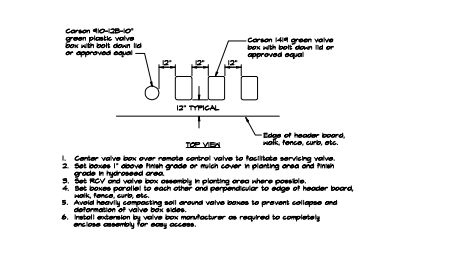
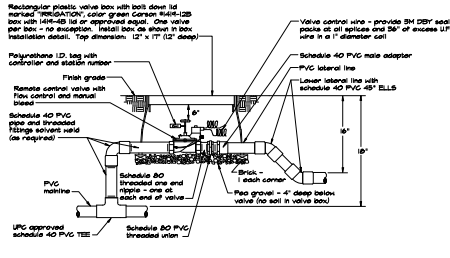


IRRIGATION NOTES

- These irrigation drawings are diagnostic and indicative of the work to be installed. All piping, valves, etc. shown within particular areas is for clarity only and one to be installed within planting areas where possible. Due to the scale of the drawings it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor is required to investigate the structural and finished condition affecting all of the contract work, including obstructions, grade differences or area dimensional differences which may not have been considered in the engineering. In the event of these differences the Contractor is required to plan the installation work accordingly by notifying and approval of the Designer and according to the contract specifications. The Contractor is also required to notify and coordinate with the Contractor's work on all applicable parameters for the location and installation of pipe, conduit, or sleeve through or near walls, ceilings, soffits, etc. The Contractor is the sole responsible party for all required reworks.
- The Contractor shall exercise care in locating piping so as to not conflict with other utilities. A minimum of 18" vertical clearance shall be maintained between irrigation lines that cross. No irrigation line shall be installed directly over another irrigation line except where crossing.
- The intent of the irrigation system is to provide the minimum amount of water required to sustain good plant health.
- It is the responsibility of the Contractor to program the irrigation controller to provide the minimum amount of water required to sustain good plant health. This includes making adjustments to the program for seasonal weather changes, plant material, water requirements, mowns and slopes, soil, shade, and wind exposures.
- At the end of the required maintenance period of the Contractor the maintenance personnel shall provide regular maintenance of the irrigation system to ensure the efficient use of water. Maintenance shall include, but not be limited to checking and adjusting and reporting irrigation and control system.
- Irrigation control wires shall be copper with UL approval for direct burial in ground size #14-. Common ground wire shall have wetting jacket. Control wires shall have wetting jacket of color other than white. Splice shall be made with 3M-CTE seal paste.
- Install separate control wire of a different color and tracer wire along the entire main line. Loop 36" excess wire into each angle valve box and into one valve box in each group of valves. Contractor shall provide a minimum of one spare wire per valve.
- Splicing of 24 volt wires is not permitted except in valve boxes. Seal wire splices with 3M-CTE pipe sealing service of size compatible with wire size. Leave a 36" long 1" diameter cut of excess wire at each splice and a 36" long expansion loop in trench every 100 feet along wire run and at changes in wire direction. Tape wires together every ten feet. Taping wires is not required inside sleeves.
- Plastic valve boxes shall be green in color with bold down non-removable cover marked "irrigation". Box body shall have knock outs. Manufacturer shall be Corzan Industries or approved equal.
- Install remote control valve boxes 12" from walls, curb, landing or drainage feature. At multiple valve box groups, each box shall be on an equal distance from the wall, curb, etc. and each box shall be 12" apart. Short side of rectangular valve boxes shall be parallel to walk, curb, etc.
- Valve locations shown are diagrammatic. Install in planting areas where possible.
- The Irrigation Contractor shall flush and adjust all sprinklers for optimum performance and to prevent over spray onto walls, roadway, and/or buildings as much as possible. This shall include selecting the best degree of arc to fit the existing site conditions and to trench the line control of each valve to obtain the optimum operating pressure for each system.
- All sprinklers shall be set perpendicular to finish grade unless otherwise noted on the drawings.
- Locate meters and cover meter systems on up-hill side of line or above.
- Perform testing at his own expense.
- Contractor shall install a minimum of 2" of sand to prevent cracking or slipping under pressure. No fitting shall be covered.
- Apply the following tests after each plastic pipe joint has cured at least 24 hours.
 - Test the (pressure pressure) and (split) (leak) the hydraulically at 25 PSI minimum. Lines will be approved if test pressure is maintained for two (2) hours. The test will be approved or not approved as such results may indicate. The Contractor shall make tests and repairs as necessary until test conditions are met.
 - Test RCV controlled lateral lines with water at the pressure and velocity typical for LEAKS. Retest after connecting devices.
- The irrigation system design is based on the minimum operating pressure shown on the irrigation drawings. The Irrigation Contractor shall notify water pressure prior to connection. Report any differences between the water pressures indicated on the drawings and the actual pressure reading at the irrigation parts of connection to the Owner's authorized representative.
- Pipe thread sealant compound shall be ractol and T-3 or approved equal.

NO AS BUILT CHANGES AS BUILT PLANS

CORRECTIONS BY: _____
DATE CORRECTED: _____



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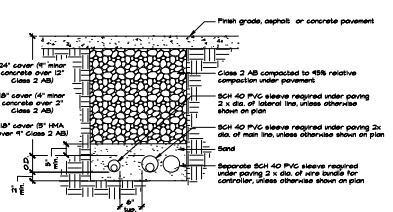
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CITY OF NAPA
PUBLIC WORKS DEPARTMENT

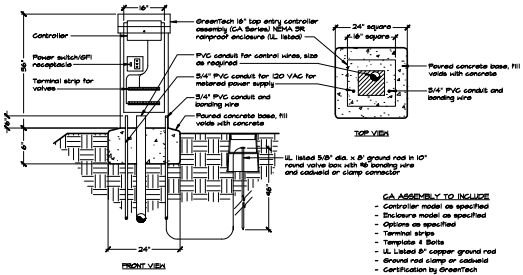
PLANS PREPARED UNDER THE DIRECTION OF _____

DATE: NOVEMBER 4, 2019
CWD FILE: _____
DRAWING NO. LP-5
SHEET NO. 24 of 25



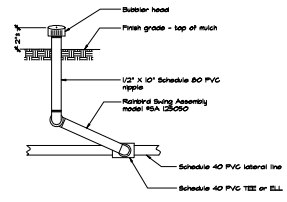
NOTES:
1. Extend all sleeves 12" beyond edge of pavement at both ends, cap ends and flag locations.

1 SLEEVING UNDER PAVEMENT NOT TO SCALE

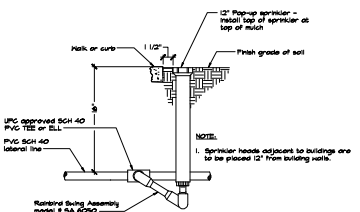


NOTES:
1. Metered electrical source shall be provided under the electrical contract work. Provide coordination with electrical service contractor for installation and service.
2. Install high voltage cables and electrical wires in conduit per the electrical code.
3. Metered for metered concrete bases: VIT products "Stack Tee", check pad for exact fit to contractor pedestal.
4. Grounding rod shall be located no closer than 8" and no further than 12" from the controller unless otherwise specified. Install a 10" round valve box over the ground rod for location and maintenance purposes.

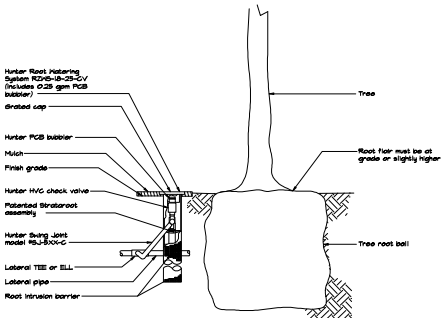
2 16" TOP ENTRY CONTROLLER ASSEMBLY NOT TO SCALE



3 SHRUB BUBBLER NOT TO SCALE



4 POP-UP SPRINKLER NOT TO SCALE



5 DEEP ROOT WATERING SYSTEM NOT TO SCALE

NO AS BUILT CHANGES
AS BUILT PLANS
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DATE CORRECTED: _____

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CWD FILED: 09/19/19
DRAWING NO. **LP-6**
SHEET NO. **25** OF **25**

5.1.4 GREEN BUSINESS POLICY

5.1.4.1 Purpose and Scope

This Purchasing Program and Use Policy document applies to all purchases made by Napa Valley Transportation Authority. The purpose of these guidelines is to set purchasing and use policies for selecting energy efficient office equipment and office supplies that minimize the impact on the environment.

5.1.4.2 Guidelines

Napa Valley Transportation Authority employees are encouraged to select products that comply with this list.

A. General Office Supplies

Copy/Printer Paper

Use Policy

Employees are encouraged to reduce the amount of paper they use by:

- a. Reusing previously used paper for drafts or internal memos.
- b. Scanning documents to send rather than faxing documents.
- c. Using double-sided documents as much as possible.
- d. Setting word processing defaults to smaller fonts, smaller margins, and double sided.
- e. Reusing office paper as scratch paper.
- f. Using central or master hard copy files, not multiple personal copies.
- g. All paper products are recycled and/or composted

Purchase Policy

Copy paper should have:

- a. Minimum 30% post-consumer recycled content.
- b. No chlorine bleach

Additional Options

Request that specialty paper, letterhead, envelopes, larger paper, color paper and business cards also have recycled content.

Stationery and Note Pads

Purchase Policy

Paper used for office stationery should contain a minimum of 30% post-consumer recycled content.

Note pads should have a minimum of 30% post-consumer recycled content.

Filing Supplies (i.e., file folders, manila folders)

Use Policy

Filing supplies should be reused.

Purchase policy

Filing supplies (hanging folders and folders) should have recycled content.

Binders and Dividers

Use Policy

Employees are encouraged to reuse binders from project to project.

Purchase Policy

Binders should:

- a. Contain large percentage of recycled materials.
- b. Be reusable.
- c. Have no or low levels of VOCs.

Miscellaneous Products and Supplies (i.e., post-it notes, pens, pencils, paperclips, “give-away” items, small equipment, etc.)

Purchase Policy

When purchasing any type of product, first check for any available green, eco-conscious, eco-friendly or sustainable products.

Miscellaneous office supplies should:

- a. Contain large percentage of recycled materials.
- b. Be reusable.
- c. Have no or low levels of Volatile Organic Chemicals (VOC) or may be labeled as low odor.

Toner

Use Policy

Toner cartridges are recycled and contain low VOC ink.

Batteries

Use Policy

Rechargeable batteries should be used in battery-operated equipment.

A battery charger and rechargeable batteries will be available to all employees.

Purchase Policy

Battery charger and rechargeable batteries will be replaced as necessary.

Lighting

- LEDs and low mercury CFLs instead of incandescents.
- LED Exit Signs
- Low mercury & energy-efficient T8s (and T-5s). Low mercury fluorescents lights can often be identified with green tipped ends

B. Kitchen Supplies

Dishes and Utensils

Use Policy

Day to day dishes should be non-disposable. Disposable dishes and utensils are only to be used for rare, large events, i.e., 20 or more people.

Purchase Policy

- a. Have recycled content or
- b. Be made of alternative materials (Spudware).
- c. Be compostable

Cleaning Supplies

Purchase Policy

Cleaning supplies will preferably be third party certified by GreenSeal, EPA Design for the Environment, or EcoLogo and shall be:

- a. Biodegradable.
- b. **non antibacterial**
- c. No or low VOC.

Additional Options

- a. No aerosol products.

Janitorial Service

- Inform janitorial service provider of green practices by including them in the services contract or through written communication with the company.
- Perform quality control checks to ensure green practices are being followed.

Paper products

Purchase Policy

Paper Towels should have:

- a. Minimum 35% post-consumer recycled content.

Paper products shall:

- a. Have recycled content.
- b. Be made of alternative materials.
- c. Have no chlorine bleach.

Additional Options

Paper products shall:

- a. Be of a smaller size.
- b. Have smaller size sheets (i.e., paper towels).

Water

Use Policy

Employees are encouraged to use tap water or filtered water. The Agency will not purchase bottled water for everyday use. Bottled water is to be used sparingly; for special events if need be.

Purchase policy

Bottled water will be purchased sparingly.

C. Office Equipment

Personal Computers and Monitors

Use Policy

Employees are encouraged to help save energy with their computers by:

- a. Turning off computers at night
- b. Reducing the interval used to trigger sleep mode
- c. Recycle computers by giving used computers to local schools/non-profits
- d. Disposing of non-reusable computers at a local recycling center

Purchase Policy

Computers that are purchased should have the following features:

- a. Consume as little power as possible during operation.
- b. Have the function of automatically switching into low-power or power-off mode (for all machines, the "Energy Star" logo helps indicate the machine has such a function).
- c. Be Energy Star rated.

- d. Have the capacity for upgrading or expanding functions for a longer useful life.
- e. Be designed to facilitate recycling and re-use of component parts (manufacturers may promote the collection and re-use of its own used products).
- f. Incorporate recycled parts and/or materials.

Copiers, Laser Printers and Multifunctional Machines

Use Policy

Employees are encouraged to help save energy and resources with copiers and other office equipment by:

- a. Setting printers to double sided and black and white.
- b. Turning off equipment at night.
- c. Implementing sleep mode or time system on all large equipment with override option.
- d. Reducing the time before the equipment enters sleep mode.

Purchase policy

Equipment that is purchased should have the following features:

- a. Consume as little power as possible during operation.
- b. Have the function of automatically switching into low-power or power-off mode (for all machines, the "Energy Star" logo helps indicate the machine has such a function).
- c. Be Energy Star rated.
- d. Have the capacity for upgrading or expanding functions for a longer useful life.

D. Transportation

Company Vehicles

Use policy

Employees are encouraged to help save on emissions by:

- a. Using public transportation, walking or biking when possible.
- b. Carpooling.
- c. Planning trips ahead.

Purchase policy

Use cars that have a lower impact, i.e. hybrid cars.

E. Landscaping

Purchase Policy

Plants and Materials

- a. Plants should be of a low water use/drought tolerant variety

- b. Materials such as bark should not be chemically treated
- c. When replacing plants, lower debris-producing plants should be selected

Landscaping Maintenance Products

When possible, all fertilizers, weed control products, and disease/pest treatments should be:

- a. Environmentally responsible;
- b. Non-toxic;
- c. Organic/natural and /or reduced risk

Landscaping Contractor

When possible, NCTPA will contract with a landscaping company that is a certified green business or employs green, sustainable and/or eco-friendly practices.

F. Pest Control Management

Pest control will be managed with preventative measures first such as:

- Not leaving food out in the kitchen
- Keeping a clean kitchen and communal space
- Keeping the compost and garbage receptacles covered

When contracting with a third party for pest control the following guidelines will be applied:

- Contract with a third party certified pest control operator (PCO) that is EcoWise Certified or Green Shield Certified .
- If PCO is not certified, require them to: use non-chemical means of pest control and prevention (i.e. HEPA vacuums, caulking, traps); use baits in containers, cracks, crevices, and wall voids (instead of spray formulations of contact insecticides inside of a building); avoid perimeter spraying for ants and cockroaches; and use a reduced risk pesticide (examples of reduced risk pesticides can be found listed on www.sfenvironment.org.)

Recycling and Composting

All office products that can be will be recycled

Soiled paper products and food scraps will be composted

Safe Disposal of Universal Waste

All Universal Waste will be properly disposed of. Universal Waste includes: electronics, batteries, light bulbs, aerosol cans, thermometers, and other toxic products prohibited from landfill or recycling collection. These items can be taken to the Napa Recycling facility or items such as fluorescent bulbs and batteries will be taken to a designated drop-off site. For information on disposal visit www.naparecycling.com

ATTACHMENT B



REQUIRED FORMS

Forms to be submitted with the proposal:

- General Information Form
- Current State Certificates and/or Licenses:
 - CSLB
 - DIR
 - CA State Business
 - DBE/SBE (if applicable)
- Acknowledgement of Addenda
- Cost Proposal Summary Sheet
 - Detailed proposal attached Yes No
- Debarment and Suspension Certification
- List of Subcontractors
- Equal Employment Opportunity Certification
- Public Contract Code Statement (*§ 10285.1 & § 10232*), Questionnaire (*§ 10162*)
- Lobbying Certification
- Caltrans DBE/SBE Requirements
 - Local Agency Proposer DBE/SBE Information
 - Good Faith Efforts
- Proposer References

- Forms Attached -

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFP/RFQ)

Legal Name of Proposer:

Date:

Street Address:

Telephone Number:

City/State/Zip:

Proposer's Fax Number:

DBE Cert # _____ SBE Cert # _____ Other Cert # _____ None

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

DBE Cert # _____ SBE Cert # _____ Other Cert # _____ None

Signature, Name and Title of Person Signing

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

PROPOSER:	

Name	_____
	Street Address

	City, State, Zip

	Signature of Authorized Signer

	Title

	Phone



RFP No. 25-R21 LANDSCAPING MAINTENANCE SERVICES - COST PROPOSAL SUMMARY SHEET

INSTRUCTIONS

- 1) The total cost of all items combined should be a not-to-exceed cost proposal.
- 2) Proposer can edit the spreadsheet and add additional detail as necessary.

	Total Unit	Number of Units	TOTAL COSTS	
Facility				Comments
1. SOSCOL GATEWAY TRANSIT CENTER	0	0	0	WEEKLY SERVICES
YEAR 1			0	
YEAR 2			0	
OPTION YEAR 1 (3)			0	
OPTION YEAR 2 (4)			0	
OPTION YEAR 3 (5)			0	
2. VINE BUS MAINTENANCE FACILITY	0	0	0	MONTHLY
YEAR 1			0	
YEAR 2			0	
OPTION YEAR 1 (3)			0	
OPTION YEAR 2 (4)			0	
OPTION YEAR 3 (5)			0	
3. IMOLA PARK AND RIDE	0	0	0	MONTHLY
YEAR 1			0	
YEAR 2			0	
OPTION YEAR 1 (3)			0	
OPTION YEAR 2 (4)			0	
OPTION YEAR 3 (5)			0	
4. REDWOOD/TRANCAS PARK AND RIDE	0	0	0	MONTHLY
YEAR 1			0	
YEAR 2			0	
OPTION YEAR 1 (3)			0	
OPTION YEAR 2 (4)			0	
OPTION YEAR 3 (5)			0	
5. OTHER	0	0	0	
			0	
	0	0	0	
			0	
			0	
			0	
	0	0	0	
			0	
TOTAL COST			0	

****** FIRM'S DETAILED COST PROPOSAL ATTACHED ******

Cost Proposal Summary Sheet in Excel format available for download on NVTA website.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Print Name & Title and Signature

Date

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.

Print Name, Title and Signature

Date

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Print Name, Title and Signature *Date*

AFFIDAVIT OF LEVIN ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the NVTA Board of Directors are:

Scott Sedgley	Amber Manfree	Paul Dohring	Mark Joseph
Liz Alessio	Margie Mohler	Donald Williams	Kevin Eisenberg
Robin McKee	Michelle Deasy	Pierre Washington	Bernie Narvaez

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any NVTA Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES ___ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any NVTA Director(s) in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude NVTA from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q St #3000, Sacramento, CA 95811, (916) 322-5660.

End of Disclosure Statement

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

Print Name, Title and Signature *Date*

CALTRANS DBE/ DBE REQUIREMENTS

NVTA has established an Overall Disadvantage Business Enterprise goal of 2.6%

NVTA has not established a DBE Goal for this Agreement' however, Contractor is encouraged to obtain DBE participation for this Agreement

1. GENERAL PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Disadvantaged Business Enterprises (DBE) and select work parts consistent with available DBE sub-Contractors.
- D. Meet the specified DBE participation goal or demonstrate that adequate goodfaith efforts were made to meet this goal; or if there is no specified DBE goal use good faith efforts for participation.
- E. Verify that the DBE proposer is certified as DBE. For a list of certified DBEs, follow the link http://www.dot.ca.gov/hq/bep/find_certified.htm for access to the CUCP database. There is no specific certification for DBE proposers; however the CPUC database breaks down DBE proposers by gender and ethnicity to facilitate locating DBE proposers.
- F. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE programs.

2. SUBMISSION OF DBE COMPLIANCE DOCUMENTATION

- A. If there is a DBE goal for the Contract, a "Local Agency Proposer -DBE – Information (Proposer Contract)" (Attachment E-1) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- B. The information provided on the form should include with names, addresses and phone numbers of DBE proposers that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE sub-proposers and suppliers.
The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit a copy of the joint venture agreement.

3. DBE PARTICIPATION

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business proposer defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material supplies, or as a trucking company. *Page 62 of 84*
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions

thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE proposer must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
 - E. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.
 - F. A prime proposer who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subproposers.
4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A, PURCHASES WILL COUNT TOWARDS THE GOAL UNDER THE FOLLOWING CONDITIONS:
- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a proposer that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
 - B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a proposer that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the proposer must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
 - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
 - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
5. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE proposer, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
 - E. The DBE may also lease trucks from a non-DBE proposer, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 - F. For the purposes of this Section 5, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS /SUPPLIERS
- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the proposer to be paid under the Agreement is ~~Page 5 of 64~~ is actually performing, and other relevant factors.

- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

7. FINAL REPORT

Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the Contractor's authorized representative and shall be furnished to NVTA with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to NVTA.

8. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to NVTA within 30 days.

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION (PROPOSER

CONTRACTS) (Revised 06/14)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the proposed contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime proposer. The form has a column for the Names of DBE certified proposers to perform the work (must be certified on the date the proposal is received and include DBE address and phone and certification numbers. The prime proposer shall indicate all work to be performed by DBEs including, if the prime proposer is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE proposers.

Attachment E-2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

DBE Information – Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

NVTA established an Disadvantaged Business Enterprise (DBE) goal of 0 % for this project. NVTA has an overall DBE Goal of 2.6%. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder –DBE Commitment” form indicates that the bidder has met the goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a proposer was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder –DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE proposers, including, where appropriate, any breaking down of the contract work items (including those items normally

performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE proposers.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount(\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE proposers, the reasons for the bidder's rejection of the DBEs, the proposers selected for that work (please attach copies of quotes from the proposers involved), and the price difference for each DBE if the selected proposer is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of proposers selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE proposers (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
_____	_____	_____
_____	_____	_____

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



ATTACHMENT C

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO.

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and (add entity type and registered State to do business if applicable) whose mailing address is _____, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to _____; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its _____ meeting; and (delete this clause if within signature authority)

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NVTA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NVTA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on _____, 20____ unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$ _____ for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Director Administration, Finance and Policy. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall

not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

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

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of

or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-

insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from **Choose one:** all acts or omissions **or, if an architect, engineer or surveyor,** , pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions

and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR is determined.

13. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

NVTA
Kate Miller
Executive Director
625 Burnell Street

CONTRACTOR
[Name]
[Title]
[Address]

Napa, CA. 94559

[City, State, Zip Code]

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NVTA.

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its

consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental

disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTA by the State of California pursuant to Agreement between NVTA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NVTA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

(NOTE: Include the following paragraphs (d – h) if federal dollars are used in this contract. If not, delete these and the Attachment 1)

(d) Federal Required Clauses. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 C.F.R. 97.36(i), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the Federal Transit Administration for federally funded contracts, to the extent they are applicable to the

services to be provided under this Agreement, and as set forth in Attachment 1, attached hereto and incorporated herein by reference.

(e) Federal Changes - CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Appendix E for RFP/RFQ #20__-__ and the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

1. NVTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NVTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(g) Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs if CONTRACTOR intends to engage any subcontractors. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ____%. The agency's overall goal for DBE participation is ____%. A separate contract goal has not been established for this procurement. If applicable, CONTRACTOR shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in Appendix ____ for RFP # ____ - ____ incorporated herein.

(h) Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All relevant contractual provisions required by DOT, as set forth in FTA Circular 4220.1F shall be compiled by the parties. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform

any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONTRACTOR and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as

required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTA’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTA from publishing or otherwise distributing applications and information regarding NVTA job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

“NVTA”

“CONTRACTOR”

[NAME OF CONTRACTOR]

By _____
NVTA Executive Director

By _____
NAME, Title, Signature

ATTEST:

By _____
NVTA Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
NVTA General Counsel

SAMPLE

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report

FEDERAL REQUIRED and OTHER MODEL CONTRACT CLAUSES

Please refer to our website www.nvta.ca.gov for content of Federal required clauses.

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Svc
1. Fly America - Required for air transportation. 49USC40118; 41CFR301							
2. Buy America 49USC232(J); 49CFR PART561	>\$100,000		>\$100,000			>\$100,000	
3. Charter Bus and School Bus 49USC5323 PART804		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels. 46USC5305; 46CFR PART381							
5. Seismic Safety 49USC77041; 49CFR PART41			New Bldg				
6. Energy Conservation 42 USC 6321; 49 CFR 622 SUBPART C	X	X	X	X	X	X	X
7. Clean Water 49USC5223(C)(2); 33USC1261-1388; 23 USC139	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing 49 USC 5318(C)	X	Turnkey					
9. Pre-Award and Post Delivery Audit 49USC5323(M)	X	Turnkey					
10. Lobbying 49CFR PART20; 31USC1352	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
11. Access to Records and Reports 49USC5323(G)		X	X	X			X
12. Federal Changes 49CFR30	X	X	X	X	X	X	X
13. Bonding 49USC53; 49CFR18.36; 19.42(C)(5)			>\$100,000				
14. Clean Air 42 USC7401-7671	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products 40CFR247; 48CFR pART23; 49USC5333(A)	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts 40USC3141-3148			>\$2,000				
17. Contract Work Hours and Safety Standards Act 40USC3701-3708			>\$100,000				
19. No Government Obligation to Third Parties 49USC SEC11	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts 31USC3801; 49CFR PART31	X	X	X	X	X	X	X
21. Termination 49USC5323 SEC11	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement) 2 CFR PART1200+1800	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act 5 USC552A	X	X	X	X	X	X	X
24. Civil Rights 49USC5323 SEC12	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution 49USC5323 SEC39	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patent and Rights in Data 49USC5323 SEC17+18					X		
27. Transit Employee Protective Agreements 49USC5333(B); 29CFR215		X					
28. Disadvantaged Business Enterprise (DBE) 49CFR PART26	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms FTAC2201F	X	X	X	X	X	X	X
31. Drug and Alcohol Testing 49CFR855; 49CFR40		X					