

**Agreement to Utilize Pre-Qualified On-Call Engineer/Architect and Project
Delivery Services List**

between

City of St. Helena and Napa Valley Transit Authority

THIS AGREEMENT (the "Agreement"), is made and entered into this 26th day of June, 2018, by and between the City of St. Helena, a local government (hereinafter "CITY"), and Napa Valley Transit Authority (hereinafter ("NVTa")), jointly referred to as "Parties".

RECITALS:

A. WHEREAS, NVTa has completed a Request For Qualifications ("RFQ") for ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES, the terms of which are valid for a period of three (3) years, with an option for 2-1 year extensions, the general scope of which services are as described in NVTa's RFQ No. 2017-07, for On-Call Engineer/Architect and Project Delivery Services dated November 22, 2017, attached hereto as EXHIBIT A; and

B. CITY wishes to utilize the short lists of qualified Contractors resulting from the above referenced RFQ to conduct one or more competitive processes and to obtain Services pursuant to the terms and conditions set forth below:

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

1. The short list Pre-Qualified Contractors in each category resulting from the RFQ referenced above is attached as Exhibit B.
2. During the term the Pre-Qualified lists are valid, including any extensions, CITY may, but is not required to, utilize the short lists to conduct its own competitive processes and select Contractor(s) to perform any of the Services covered by the above referenced RFQ. NVTa shall not participate in the competitive processes of CITY and will not be a party to any agreements between CITY and contractor(s) resulting from the use of the Pre-Qualified lists.
3. CITY shall be responsible for conducting its own competitive processes and ensuring that its process and resulting contracts conform to its own rules and regulations and any State and Federal requirements. CITY is responsible for any negotiations and all contract provisions including but not limited to scope of services, insurance, indemnity, bonds and payment provisions, final contract execution, project management, and supervision of all contracted work.
4. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, CITY 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 or pertaining to, or relating to the utilization by CITY of the Pre-Qualified list or any services obtained pursuant to 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.

5. NO ASSIGNMENTS. This Agreement may not be assigned by either party without mutual agreement.

6. 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.

7. 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.

8. 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

Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, California 94559

CITY OF ST. HELENA

City Manager
City of St. Helena
1480 Main Street
St. Helena, California 94574

9. INTERPRETATION. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

10. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either side in state court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce 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 proceeding under this Agreement shall be in Napa

County, California; however nothing in this Agreement section shall obligate a party to submit to arbitration any dispute arising under this Agreement. The parties hereby waive the venue provisions in Code of Civil Procedure section 394.

11. 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 unless removal of such provision makes the remaining Agreement illusory or makes impractical the enforcement of any remaining major provision of the Agreement, in which case this Agreement shall terminate.

12. AUTHORITY TO CONTRACT. CITY and NVTa each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

13. AMENDMENT/MODIFICATION. Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties.

14. 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.

15. 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.

IN WITNESS WHEREOF, NVTa and CITY have executed this Agreement as of the date first above written.

CITY OF ST. HELENA:



Mark T. Prestwich, City Manager

NVTa:

Kate Miller, Executive Director

EXHIBIT A



REQUEST FOR QUALIFICATIONS

To provide **ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES** **RFQ No. 2017- 07**

Dear Proposers:

The Napa Valley Transportation Authority (NVTA) is seeking qualified consulting firms to provide engineering, architecture and project delivery services on an on-call basis. The response to this solicitation will be in the form of a Statement of Qualifications.

Total amount payable under this solicitation shall not exceed \$15,000,000 with a contract performance period of 3 years with an option for a 2-year extension (1-year extensions, no more than twice and not to exceed 5 years total).

All qualified firms interested in providing these services are invited to submit their Statement of Qualifications (SOQs). The Consultant's SOQs will be evaluated and ranked according to the criteria provided in Appendix B, "Proposal Evaluation," of this RFQ.

WEBSITE REGISTRATION: Proposers must register on NVTA's website as a condition of submittal to ensure receiving notification of any potential addenda or other pertinent information, as well as notification of closing and award even if this was a manually processed bid invitation. Go to <http://www.nvta.ca.gov/welcome-nvta-procurements> and register to receive this procurement. The system will lead you through the registration process. You will get a confirmation email of your registration that you must acknowledge and then you are a confirmed registered vendor. If any addenda or notifications for this solicitation or future solicitations of similar items are posted to the NVTA website, you will receive an email notification.

It shall be the Consultant's responsibility to check the NVTA website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Submittal Requirements."

Submit five (5) hard copies (an original proposal and four (4) copies) and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's SOQs. The hard copies and CD/DVD shall be mailed or submitted to the Napa Valley Transportation Authority prior to **[4:00 P.M., January 5, 2018]**. SOQs shall be submitted by hand delivery or by mail in a sealed package clearly marked **"Qualification Submittal RFQ # 2017-07"** and addressed as follows:

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

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

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified submittal must be received prior to 4:00 P.M., January 5, 2018.

Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFQ does not commit the NVTa to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The NVTa reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the NVTa to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFQ result in a recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the NVTa.

Pre-contractual expenses include any expenses incurred by Consultant in:

1. Preparing proposals in response to this RFQ
2. Submitting proposals to NVTa
3. Negotiations with NVTa on any matter related to proposals.
4. Other expenses incurred by a Consultant or Proposer prior to the date of award of any agreement.

In any event, NVTa shall not be liable for any pre-contractual expenses incurred by any Proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFQ. NVTa shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

Until award of a contract, the statements of qualifications shall be held in confidence and shall not be available for public review. All statements of qualifications shall become the property of NVTa, except as set forth herein. Upon establishing a master on-call list, all statements of qualifications shall be public records.

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

PROCUREMENT SCHEDULE

Issue Date:	NOVEMBER 22, 2017
Deadline for Submitting Written Questions:	DECEMBER 15, 2017, 5 PM (LOCAL)
Answers to Written Questions Posted:	DECEMBER 20, 2017
Deadline for Statement of Qualifications Submittal:	JANUARY 5, 2018, 4 PM (LOCAL)
SOQ Review and Evaluation	WEEK OF JANUARY 8, 2018
Oral Interviews, if any	JANUARY 11 & 12, 2018
Contract Award:	JANUARY 19, 2018

Any questions related to this RFQ shall be submitted in writing to the attention of **Herb Fredricksen** at the following email address: hfredricksen@nvta.ca.gov. Response to all questions submitted will be answered in accordance with the Procurement Schedule for this RFQ.

We look forward to receiving your proposal.

Sincerely,

Kate Miller
Executive Director

REQUEST FOR PROPOSALS

To provide

ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES

RFQ No. 2017-07

Issued by:

Napa Valley Transportation Authority

ANNOUNCEMENT DATE – NOVEMBER 22, 2017

RESPONSES DUE:

TIME 4:00 PM (LOCAL), JANUARY 5, 2018
at the

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Release of RFQ authorized by:

Kate Miller, NVTA Executive Director

Date

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Request for Qualification (RFQ No. 2017-07)

ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES

I. GENERAL INFORMATION

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 of 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 partners with Caltrans to deliver projects on the State highway system.

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 Transit, the Yountville Trolley, and the Calistoga Shuttle. The fleet consists of 75 vehicles and provides roughly 900,000 trips per year.

NVTa is also the Abandoned Vehicle Abatement Authority, Green Business Coordinator, regional housing needs allocation (RHNA) Napa sub-regional coordinator, and van pool coordinator (in partnership with Solano County).

The Napa Valley Transportation Authority (NVTa) is 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.

II. SOLICITATION DESCRIPTION AND BACKGROUND

The NVTa has established the following categories for federal and state-funded projects for this solicitation:

PROJECT CATEGORIES

Highways, Roads, and Intersection Infrastructure

Bicycle and Pedestrian Infrastructure

Transit Infrastructure

Corridor Operational Efficiencies

Transportation Technologies

Land Surveying

Construction Management

Project Management and Administration (service in management support role)

All phases of the capital project development and delivery process are included in this RFQ including but not limited to, preliminary engineering, environmental determination, right of way and utility relocation, preparation of plans and specification, construction and construction management.

The Consultant shall provide technical services and follow all pertinent State, Federal, and Local Agency rules and regulations.

This solicitation is not for specific projects, but for the specific services listed above to be utilized by NVTa, and potentially as well by its member jurisdictions, including the City of Napa, County of Napa, City of American Canyon, City of St. Helena, City of Calistoga, and Town of Yountville. In responding to this solicitation, each Consultant shall indicate in its proposal which Project Categories they want to be considered for.

NVTa will use the two-step RFQ/RFP process for this solicitation. During the RFQ process, NVTa will establish a short list of Consultants for each Project Category and from these lists the successful firms shall be contacted for RFP opportunities. NVTa will enter into multiple on-call contracts with cost/price agreements. These contracts will allow for not only NVTa to utilize the consultant's services, but its member jurisdictions as well. The on-call contract will allow for services to be rendered for the duration of the contract term. The NVTa does not guarantee a specific number or dollar amount of projects to be issued.

Task Orders will be issued for specific projects based on competitive mini-RFPs issued by NVTa and/or its member jurisdictions. The short list of successful firms in the specified Project Categories shall be contacted for RFP opportunities. Through the RFP solicitation, Consultants will be ranked and negotiations will begin with the top ranked Consultant. Awarded projects will be based on the wage rates established in the master on-call contract, and the negotiated work plan, schedule, products to be delivered and personnel assigned for the task order.

III. SCOPE OF SERVICES

A. PURPOSE OF WORK

NVTA and its member jurisdictions construct a limited number of infrastructure projects every year that are state and federally funded. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. The selected Consultant(s) shall perform consultation, research, professional and technical services including program/project management, construction management/engineering, feasibility studies, preliminary engineering, design, engineering, surveying (right of way engineering), mapping, landscape architecture or architectural related services, as well as incidental services connected to and for the purpose of development and implementation of highway projects. The range of services that may be required include, but shall not be limited to, the following:

Highways, Roads, and Intersections Infrastructure

-
- Provide transportation project design management for federally or locally funded projects, from initiation through completion using the Caltrans Project Development Process and/or the Caltrans Local Assistance Process. The services provided include initiation, planning, approval, execution, control, and close out of projects.
- Perform preliminary engineering studies, prepare Project Initiation Document (PID), Project Study Report (PSR), Preliminary Environmental Studies or equivalent. The work includes preparation, review, and approval of project documentation.
- Data collection – Base mapping, surveying, utility and geotechnical investigation, data synthesis. Work involved in the preparation of geometric base maps and functional base plan sheets including, review of existing project information, gathering data and mapping resources, and conducting additional studies in support of accurate plan sheets. This activity includes distribution of maps for right-of-way support and plan sheet preparation for other agencies, utilities, and Caltrans functional units review.
- Perform environmental studies in support of the preparation and approval of NEPA/CEQA project documents. Includes work involved in the identification and mitigation of environmentally sensitive species or hazardous waste sites that influence the project, long-term mitigation monitoring efforts, all within the overall project scope. Work involved in the circulation of the draft environmental document, obtaining and responding to public comments and recommending preferred alternatives.
- Perform traffic and circulation related studies as required. Conduct before and after studies, including but not limited to traffic modeling, traffic simulation, level of service analysis for evaluation of potential project mitigations and varying project scenarios.
- Right of way engineering and certification - Work involved in appraisal and acquisition activities including, preparing appraisal reports and maps, assuring the agency has legal and physical possession and right to enter all lands for the

project, right of way negotiations, prepare the right of way certification for approval. Prepare plats, legal descriptions and other right of way documents.

- Utility coordination - Work involved in the identification, positive location (potholing), protection, removal and/or relocation of utility facilities necessary to certify right-of-way. Includes coordination with utility companies, review of utility plans, and preparation of utility documents for approval.
- Obtain permits and agreements - Work involved in obtaining necessary permits and agreements from stakeholders that are needed for project delivery.
- Prepare Storm Water Pollution Prevention Plans (SWPPP) – In compliance with Regional Water Quality Control Board requirements for project delivery.
- Prepare preliminary & final structures site plans - Work involved in gathering & verifying data for structures design activities, the preparation of various preliminary and final structures plans and related estimates.
- Prepare preliminary & final plans, specifications & estimates (PS&E) - Work involved in the preparation, review, and approval of PS&E. Also, includes incorporation of the structures PS&E.
- Perform public and stakeholder outreach as required for project delivery.
- Prepare and advertise contract – Prepare project documents for bidding and award. Provide support during the bid process.
- Construction support – Provide support during construction, answer requests for information, review and approve material submittals, monitor SWPPP implementation, provide design alternatives as necessary.
- Perform construction materials sampling and testing services - services relating to field sampling and in situ testing of materials per the agency Quality Assurance Plan. Perform services relating to laboratory testing, analysis, reporting of materials, plant inspection and work related to testing equipment calibration.
- Support the agency as necessary for project close-out.

Bicycle and Pedestrian Infrastructure

- The Scope of Services similar to the above Highways, Roads, and Intersections Infrastructure listing

Transit Infrastructure

- The Scope of Services similar to the above Highways, Roads, and Intersections Infrastructure listing.

Corridor Operational Efficiencies

- The Scope of Services includes elements from the above Highways, Roads, and Intersections Infrastructure listing.
- Conduct studies to assess potential improvements for corridor operational efficiencies.
- Conduct traffic studies to assess signal coordination on corridors. Prepare an inventory of existing equipment and assess its capacity to support traffic signal coordination, prepare third-party signal coordination agreements.

Transportation Technologies

- The Scope of Services includes elements from the above Highways, Roads, and Intersections Infrastructure listing.
- Assess emerging technologies for application along transportation corridors within Napa County.
- Design technology-based improvements such as Intelligent Transportation Systems (ITS), SMART, using artificial intelligence and other emerging transportation technologies to improve corridor operations, performance and efficiencies.
- Traffic signal technologies
- Traveler information technologies
- Automated vehicle infrastructure
- Transit information and communication systems
- Bicycle and pedestrian signals and infrastructure technologies
- Smart city technology integration

Land Surveying

- Prepare right of way, engineering and/or topographic surveys for project plan preparation.
- Perform boundary line adjustments.
- Prepare maps or plats and legal descriptions in support of the right of way acquisitions.
- Prepare and record documents.
- Construction staking

Construction Management

- File management – organize and maintain project files per federal, state and local requirements.
- Construction – Oversight, support services, civil rights compliance, record keeping, invoicing, construction inspection, and overall construction management from project design to project close out.

Project Management and Administration (service in management support role)

- Act as staff in responsible charge as agency official in a management role in coordination with agency project team. Includes representing the Agency for project and planning purposes with Caltrans, project consultants, stakeholders and other jurisdictions within the Bay area and Napa County.
- Prepare or oversee the preparation of documents for project authorization, agreements, invoicing, environmental procedures, civil rights, consultant selection, project delivery and administration.
- Provide oversight of services listed within this Scope of Services.
- Agency, Public and Stakeholder Outreach – Organize and conduct the engagement process in support of project delivery. Prepare Board Reports in support of Agency activities.
- Prepare agency Quality Assurance Plan and other documents required for project delivery and federal/state approval.

- Develop third-party maintenance and use agreements and memorandums of understanding between the NVTa and the State of California or other authorities with jurisdiction in the project area.
- File management – organize and maintain project files per federal, state and local requirements.

The Consultant shall only perform work that is assigned following a subsequent mini-RFP (task order) process conducted by either NVTa or its member jurisdictions. While successful proposers will be expected to enter into an on-call contract with NVTa and/or its member jurisdictions, this contract does not guarantee that work will be issued.

B. LOCATION OF WORK

Projects will be within Napa County but the limits of the work may overlap into adjacent Counties. Field work may be required and may include night work or work in remote areas within the Napa County.

C. REQUIRED SERVICES

All work performed under this contract will require approval by the NVTa Contract Administrator and be issued through a Task Order. The Consultant will be asked for their input on the scope of the work in order to refine the scope of services prior to issuing the Task Orders. The Task Order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the Consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

Pursuant to an authorized Task Order, the Consultant shall provide project delivery services within the geographical jurisdiction of this Contract as set forth in the "Location of Work" section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product.

The potential projects may vary in scope and size and may encompass any type of improvement for the transportation system including, but not limited to widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, purpose, expected results, project deliverables, a period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.

The Consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator or NVTa Board of Directors. Work to be performed on behalf of NVTa's member

jurisdictions following the mini-RFP process shall be approved by that jurisdiction's Contract Administrator or governing body.

D. GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level shall match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

All work shall be conducted under the supervision of a professional engineer registered in the State of California. The Consultant engineer shall be signing analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract. The engineer signing said documents shall be currently employed by the Consultant or its sub-consultants at the time the deliverables are submitted to NVTa or the contracting jurisdiction for consideration under the review and acceptance process. In the event that one of NVTa's member jurisdictions is contracting for services directly with a contractor selected through this RFQ/RFP process, it will be the jurisdiction's Contract manager and governing body providing the approvals described below, rather than NVTa's Contract Manager or Board.

The Consultant is required to submit a written request and obtain the NVTa Project Manager's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's Cost Proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to NVTa. The substitute personnel shall have significant experience in work involving similar projects for a minimum of two (2) previous projects unless otherwise approved by the NVTa.

Likewise, the Consultant may wish to jointly submit with a sub-consultant(s) team as part of the RFQ process but is not obligated to use these same consultants as part of any task orders. However, if different sub-consultant/sub-consultant personnel are being proposed for any task order, the Consultant must disclose any sub-consultant changes including sub-consultant staff experience and resumes.

In responding to a NVTa RFP/Task Order and in consultation with the NVTa Project Manager, the Consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this Contract.

The Consultant's personnel shall typically be assigned to and remain on specific NVTA projects/deliverables until completion and acceptance of the project/deliverables by NVTA. After the NVTA Project Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the NVTA prior written approval.

Resumes containing the qualifications and experience of the Consultant's and Sub-consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the NVTA Project Manager for review before assignment on a project or Task Order. The resume and copies of any required current certification for each candidate shall be submitted to the NVTA Project Manager within one (1) week of receiving the request.

The NVTA Project Manager may interview the Consultant's personnel for the qualifications and experience. The NVTA Project Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Sub-consultants. The Consultant shall provide adequate qualified personnel to be interviewed, if desired, by the NVTA Project Manager within one (1) week of receiving the request.

The NVTA Project Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether the deliverables satisfy the acceptance tests and criteria. NVTA will negotiate with the top ranked firm following the mini-RFP selection process.

If at any time the level of performance on the selected team is below expectations, the NVTA Project Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for the performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the NVTA Project Manager. Invoices with charges for personnel not pre-approved by the NVTA Project Manager for work on the Contract and for each Task Order shall not be reimbursed.

The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the NVTA. The removal or replacement of personnel without the written approval from the NVTA shall be a violation of the Contract and may result in termination of the Contract.

When assigned Consultant personnel is on approved leave and required by the NVTA, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to NVTA. Substitute personnel shall receive prior written approval from the NVTA Project Manager to work on this Contract.

Other project personnel not identified on the Consultant's cost proposal shall also satisfy appropriate minimum qualifications for assigned Task Orders. NVTa prior written approval is required for all personnel not identified on the Consultant's Organization Chart or the Consultant's Cost Proposals before providing services under this Contract.

In location(s) where the Consultant personnel is expected to work for an extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Sub-consultants, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, that criteria are specific, measurable, attainable, realistic, and time-bound.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
- c. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the NVTa Project Manager.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to NVTa.
- k. Managing Sub-consultants.
- l. Managing overall budget for Contract and provide monthly reporting with invoicing.
- m. Monitoring and maintaining required DBE involvement.
- n. Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
- o. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
- p. Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.

E. DELIVERABLES

As agreed upon by the NVTA (or its contracting jurisdiction) and Consultant in a Task Order for each project.

F. SCHEDULE

As agreed upon by the NVTA (or its contracting jurisdiction) and Consultant in a Task Order for each project.

If NVTA or its contracting jurisdiction determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, the Consultant's operations may be restricted to specific hours during the week. Night work may be required on projects involving high traffic areas. The NVTA construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Changes in hours or schedules shall be documented by amendment of Task Orders. Any shift differential rate pay shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

G. METHOD OF PAYMENT

Consultant shall be paid based on the approved specific rate of compensation.

H. GENERAL REQUIREMENTS

1. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from the NVTA (or its contracting jurisdiction) to the Consultant Contract Manager or on the date specified in the Task Order. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the NVTA or contracting jurisdiction.
2. The work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by NVTA or contracting jurisdiction.
3. The Consultant Contract Manager may direct the Consultant's employees to work overtime to meet Task Order schedules at the request of the NVTA or contracting jurisdiction. All overtime shall be pre-approved by the NVTA or contracting jurisdiction. Overtime shall be worked only when directed in writing by the NVTA or contracting jurisdiction and specifically required by the Task Order, and shall only be paid to persons covered by the Fair Labor Standards Act.

4. All Consultant personnel are required to sign a confidentiality and nondisclosure agreement.

Consultant will not be reimbursed for costs to relocate its personnel to the service area of this Contract. Consultant will not be reimbursed for per diem costs or out of state travel costs without prior written approval from the NVTa.

Consultant will not be reimbursed for costs that exceed the funding commitments in the Contract and each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify NVTa or the contracting jurisdiction.

The Consultant may request reimbursement for equipment or supplies. However, such costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:
 - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
 - ii. Adobe Acrobat Professional version 5 or later.

The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment.

If the Consultant fails to submit the required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract and any

approved Task Order, NVTA or contracting jurisdiction shall have the right to withhold payment and/or terminate its contract or task order in accordance with the applicable termination provisions. In the event of termination, the Consultant shall, at the request of NVTA or the contracting jurisdiction, return all materials recovered or developed by the Consultant under the contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required.

I. MATERIALS TO BE PROVIDED BY THE CONSULTANT

The Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

Consultant will not be paid for work or other charges that do not conform to the requirements specified in the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to NVTA or contracting jurisdiction.

APPENDIX A – SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Statement of Qualifications (SOQ's) by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and content.

WEBSITE REGISTRATION: Proposers must register on NVTAs website as a condition of submittal to ensure receiving notification of any potential addenda or other pertinent information, as well as notification of closing and award even if this was a manually processed bid invitation. Go to <http://www.nvta.ca.gov/welcome-nvta-procurements> and register to receive this procurement. The system will lead you through the registration process. You will get a confirmation email of your registration that you must acknowledge and then you are a confirmed registered vendor. If any addenda or notifications for this solicitation or future solicitations of similar items are posted to the NVTAs website, you will receive an email notification.

SOQ's shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

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

The letter shall state that the proposal shall be valid for a 90-day period and shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addenda received must be acknowledged in the transmittal letter. The letter must also include a statement acknowledging that the Consultant or consulting firm has reviewed and accepted NVTAs Standard Agreement with or without qualifications.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. 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 scope of work and the general approach to be taken. The Proposer shall indicate in their proposal which Project Categories they want to be considered for.

3. Consultant Information, Qualifications & Experience

The NVTA will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects within one or more of the following seven categories:

PROJECT CATEGORIES

Highways, Roads, and Intersection Infrastructure
Bicycle and Pedestrian Infrastructure
Transit Infrastructure
Corridor Operational Efficiencies
Transportation Technologies
Land Surveying
Construction Management
Project Management and Administration (service in management support role)

The Consultant must specify which of the above categories they wish to be considered for. The SOQ's will be evaluated by the Selection Committee based on the Consultant's acknowledged categories. Short lists of successful Proposers will be created for each category and NVTA will enter into multiple on-call contracts with cost/price agreements. These contracts will allow for not only NVTA to utilize the consultant's services but its member jurisdictions as well. Mini-RFPs will be issued by NVTA or its member jurisdictions for particular projects based on these categories. The successful RFP Proposer will be issued a Task Order for each project.

The Consultant information, qualifications, and experience must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years within each of the categories in which the Consultant would like to perform work which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project.

Indicate the composition of sub-contractors and number of project staff, facilities available and experience of your team as it relates to this project.

2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project and shall be committed to staying with the project for the duration of the project.

5. Scope of Work

1. List the Project Categories that the Consultant wants to be considered for.
2. Include a detailed Scope of Work Statement describing all services to be provided.
3. Describe project deliverables for each phase of your work.
4. Describe your cost control and budgeting methodology for this project.

6. Schedule of Work

Schedules to be provided with individual Task Orders, they are not part of this solicitation.

7. Conflict of Interest Statement

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any NVTAs project listed within the categories of this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime Consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any project category listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any Task Order project. The submitted documentation will be used for determining potential conflicts of interest and to determine whether the submitting firm may work on specific Task Order projects.

If a Consultant discovers a conflict during the execution of an assigned Task Order, the Consultant must immediately notify the NVTa or the contracting jurisdiction regarding the conflicts of interest. The NVTa or contracting jurisdiction may terminate the Task Order involving the conflict of interest and obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify NVTa or the contracting jurisdiction may be grounds for termination of the contract.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 1.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a Consultant without an adequate financial and accounting management system as required by federal regulations 23 U.C.S 112, 23 CFR 172, and 48 CFR 31. All consultants accepted to work on federal aid highway project A&E contracts must certify an indirect cost rate for their services that is compliant with Federal Acquisition Regulations (FAR) cost principles. See the Caltrans Local Assistance Procedures Manual, Chapter 10 for guidance.

10. Federal-Aid Provisions

The proposing Consultant's services may be federally funded, which necessitate compliance with federal requirements. Attention is directed to Attachment 2 – Required Local Assistance Procedures Manual Exhibits for Federally Funded Projects. The proposing Consultant shall complete and submit the forms specified in Attachment 2 with the proposal to be considered responsive.

The results of this solicitation and subsequent RFP/Task Orders may be financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, is encouraged, but not required for this contract. In order to count toward a DBE goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to http://www.dot.ca.gov/hq/bep/find_certified.htm.

It is the Proposer's responsibility to verify that the DBE firm is certified as a DBE if listed

in the proposal. For a list of DBEs certified by the CUCP, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Reference Attachment 2 for detailed information on the required forms. Required forms will be made part of the agreement. Federal and/or State prevailing wage rates may apply for personnel conducting field work.

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements. Forms specified in Attachment 2 will need to be completed by the Consultant at the time of award.

Consultant shall demonstrate familiarity of providing services for federally funded projects and a clear understanding of requirements/needs to facilitate the project through Caltrans Project Development Procedures and/or Local Assistance and the Local Assistance Procedures Manual.

11. Cost Proposal

The Consultant will perform the specific items of work for services stated in the contract or RFP/Task Order. The method of payment is a specific rate of compensation. Items not categorized shall be reimbursed using specified rates of compensation.

In order to assure that the NVTa and its member jurisdictions are able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Cost proposal for a specific rate of compensation shall be submitted in a *separate sealed* envelope from the proposal. The cost proposal is confidential and the most qualified consultant's cost proposals will be opened and used to begin negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Consultant shall use the LAPM Exhibit 10-H (Example 2), or similar form, to specify rates of compensation.

Selected Consultant and sub-consultants shall comply with Chapter 10 of the Caltrans Local Assistance Procedures Manual. All federal aid highway projects funded A&E service contracts are subject to Caltrans Audit and Investigation (A&I) Risk Based Audit and Review Process described in the LAPM, Chapter 10, Section 10.3.

Selected Consultant and sub-consultants shall comply with Chapter 10 of the Caltrans Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process, see Exhibit 10-K Consultant Certification of Contract Costs and Financial Management Systems form submittal. A pre-award or post-award audit may be performed on any contract issued as a result of this RFQ.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All submittals will be evaluated by the NVTA Selection Committee (Committee). The Committee may be composed of NVTA staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the Proposers. The evaluation of the proposals shall be in the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the NVTA Contract Administrator only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the NVTA's requirements as set forth in this RFQ.

All Consultants that submit a Statement of Qualifications shall be notified of the results of the technical review and of the short list of Consultants that will be requested to attend interviews. The Consultants included on the short list will be notified of the time and place of oral interviews and of any additional information to be brought to the interview, such as examples of Consultant's work.

Upon completion of the evaluation and ranking process, the top ranked consultant's cost proposals will be opened to begin cost negotiations. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend that on-call contracts be awarded with the top ranked consultants.

Evaluation Criteria

The product of this selection process will be to establish a short list of qualified consultants for each Project Category, from these lists the successful firms shall be contacted for RFP opportunities. Proposals will be evaluated according to each Evaluation Criteria.

EVALUATION CRITERIA	MAX POINTS
Understanding of the work to be done	25
Experience with similar kinds of work, references	20
Quality of staff for work to be done	15

Capability of developing innovative or advanced applications	10
Familiarity with state and federal procedures	10
Financial Responsibility	10
Demonstrated Technical Ability	10
Total	100

Any bid protests are subject to NVTAs adopted bid protest procedures that are posted on the NVTAs website. A copy is provided in Attachment 4. To obtain a copy of NVTAs Policies, Practices and Procedures Manual go to <http://www.nvta.ca.gov/contracting-and-procurement-policy>

APPENDIX C –PROJECT SCHEDULE

Schedules will be required for each Task Order issued. In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.

ATTACHMENT 1: SAMPLE PROFESSIONAL SERVICE AGREEMENT

Please refer to the NVTa website for the sample agreement

<http://www.nvta.ca.gov/agreements-forms>

ATTACHMENT 2: REQUIRED LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBITS FOR FEDERALLY FUNDED PROJECTS

To be submitted with this proposal:

Cost Proposal - 10-H Sample Cost Proposal (Ex. #2) Specific Rate of Compensation (or approved similar form)

10-Q Disclosure of Lobbying Activities

10-01 Consultant Proposal DBE Commitment

To be submitted at a later date, issued with each RFP/Task Order:

10-K Consultant Certification of Contract Costs and Financial Management System
(Prime and sub-consultants, submitted with cost proposal)

10-01 Consultant Proposal DBE Commitment

10-02 Consultant Contract DBE Commitment

10-U Consultant in Management Support Role Conflict of Interest and Confidentiality
Statement

15-H DBE Information – Good Faith Effort (if needed)

ATTACHMENT 3: EXHIBIT 10-1, NOTICE TO PROPOSER DBE INFORMATION

The Agency has established a DBE goal for this Contract of ____ %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

DBE PARTICIPATION GENERAL INFORMATION

It is the proposer'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 firm 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 consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. 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.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm 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.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm 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 Contract 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 firm 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.

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.

ATTACHMENT 4: NVTB PROTEST PROCEDURES

(Exert from Policies, Practices and Procedures Manual)

Protest procedures will be included directly or by reference in all procurements. For procurements under \$100,000 vendors need to be directed to NVTB's website where a copy of the protest procedures can be obtained. For procurements over \$100,000 the protest procedures will be included in the procurement solicitation.

a. NVTB Protest Procedures

A protest must be submitted by an Interested Party no later than 7 business days prior to the date and time designated for submittal of bids or proposals or within 5 business days after the allegedly aggrieved person or party is notified of the intent to award or recommend award of the contract. If the fifth day falls on a Saturday, Sunday or holiday it shall be submitted by 5:00 p.m. the following business day. All protests must be in writing and shall contain the following:

- the procurement title and/or number under which the protest is made;
- the name and address of the allegedly aggrieved party;
- a detailed description of the specific grounds for the protest and all supporting documentation;
- the specific ruling or relief requested;
- the written protest shall be addressed to Executive Director, NVTB, 625 Burnell Street, Napa, CA 94559 with copies sent to all other bidders.

1) Response to Protest.

- i. Upon receipt of a timely written protest, the ED will consider the protest in accordance with established procedures and promptly issue a written decision stating the reasons for the action taken and informing the allegedly aggrieved person of his/her right to appeal the decision to the Chairman of the Board.
- ii. The decision made by the ED shall be final and conclusive unless appealed in writing to the Board Chair within 5 business days of receipt by the protestor. The Board Chair will consider the appeal and promptly issue a written decision, which shall be final and conclusive.
- iii. A Protestor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the protestor's right, if any, to commence litigation.
- iv. Failure to comply with these protests and appeal requirements will render a protest or an appeal untimely or inadequate and may result in its rejection by NVTB.
- v. After the exhaustion of all administrative remedies, the protestor shall have 10 calendar days to commence litigation. Failure to commence litigation within this limitation shall constitute an absolute waiver of the protestor's right. State laws permit NVTB to award and execute the Contract during this 10-day period.
- vi. Public Work/Construction Contracts. For construction contracts awarded by the NVTB Board, the protesting party may appear and be heard at the meeting during which the contract is scheduled for award. In the event a protesting party has been declared non-responsible, the protesting party is entitled to a public hearing before the Board

EXHIBIT B

NVTA On Call A&E Listing

Highways, Roads and Intersection Infrastructure	Bicycle & Pedestrian Infrastructure	Transit Infrastructure	Corridor Operational Efficiencies	Transportation Technology	Land Surveying	Construction management	Project Management and Administration
TY Lin International	Mark Thomas	TY Lin International	Kimley Horn	Kimley Horn	Mark Thomas	AECOM	TY Lin International
TransSystems	Kimley Horn	Mark Thomas	omni-means	DKS	Chaudhary & Assoc.	omni-means	DKS
Mark Thomas	AECOM	Kimley Horn	DKS	Stantec	REY Engineers	Park Engineering	Stantec
Kimley Horn	omni-means	omni-means	Stantec	iteris		WSP USA	
AECOM	Alta Planning & Design	STV	iteris				
omni-means	RSA+						
Coastland Civil Engr							

Feb. 2018

CITY OF ST. HELENA

RESOLUTION No. 2018-91

Authorizing the City Manager to Execute an Agreement with Napa Valley Transportation Authority to utilize their Pre-qualified On-Call Engineer/Architect and Project Delivery Services List

RECITALS

- A. On November 22, 2017, the Napa Valley Transportation Authority (NVTa) published a Request for Qualifications (RFQ) for On-Call Engineer/Architect and Project Delivery Services, the terms of which are valid for a period of three (3) years, with an option for two one-year extensions; and
- B. In efforts to improve administrative efficiency, NVTa has offered to extend their on-call list of consultants to individual municipalities within the County through an On-Call Agreement in order to piggyback their RFQ process; and
- C. NVTa's RFQ process included all requirements needed for local, state and federal-aid related grants; and
- D. Utilization of NVTa's on-call list of consultants is allowable under St. Helena Municipal Code Section 3.04.150 *Cooperative Purchasing with Other Agencies*; and
- E. The City will be able to request competitive proposals directly from the consultants on the pre-qualified on-call list; and
- F. The On-call Agreement does not prevent the City from its own solicitation process or master on-call consultant agreement, but will be another tool to expedite the procurement process.

RESOLUTION

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

1. Authorizing the City Manager to execute an agreement with Napa Valley Transportation Authority to utilize their Pre-qualified On-Call Engineer/Architect and Project Delivery Services List.

Approved at a Regular Meeting of the St. Helena City Council on June 26, 2018, by the following vote:

Mayor Galbraith: Yes
Vice Mayor White: Yes
Councilmember Koberstein: Yes
Councilmember Dohring: Yes
Councilmember Ellsworth: Yes

APPROVED:

Peter White
Peter White, Vice Mayor for
Alan Galbraith, Mayor

ATTEST:

Cindy Tzafopoulos
Cindy Tzafopoulos, City Clerk

