

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, June 21, 2023
1:30 PM

JoAnn Busenbark Board Room

NVTA Board of Directors

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Members of the public may comment on matters within the subject matter of the Board's jurisdiction, that are not on the meeting agenda during the general Public Comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

Members of the public may submit a public comment in writing by emailing info@nvta.ca.gov by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to info@nvta.ca.gov after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

1. To comment while attending via Zoom, click the "Raise Your Hand" button (click on the "Participants" tab) to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions for how to "Raise Your Hand" are available at <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

2. To comment by phone, press "*9" to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself by pressing "*6" when it is your turn to make your comment, for up to 3 minutes. After the allotted time, you will be re-muted.

The methods of observing, listening, or providing public comment to the meeting may be altered due to technical difficulties or the meeting may be cancelled, if needed.

Note: Where times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

Information on obtaining the agenda in an alternate format is noted below:

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Acceso y el Titulo VI: La NVTA puede proveer asistencia/facilitar la comunicaci3n a las personas discapacitadas y los individuos con conocimiento limitado del ingl3s quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al n3mero (707) 259-8633. Requerimos que solicite asistencia con tres d3as h3biles de anticipaci3n para poderle proveer asistencia.

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1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comment
5. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
6. Executive Director's Update
7. Caltrans' Update

Note: Where times are indicated for the agenda items, they are approximate and intended as estimates only and may be shorter or longer as needed.

8. PUBLIC HEARINGS

8.1 Public Hearing and Approval of Resolution No. 23-18 Amending the Fiscal Year (FY) 2023-24 Budget (Antonio Onorato) (Pages 9-28)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board:

(1) Approve Resolution 23-18 rolling over \$28,284,100 from FY 2022-23, and amending the FY 2023-24 budget and appropriation limit to \$60,268,000;

(2) Hold a Public Hearing to amend the FY 2023-24 Budget and increase the appropriations limit to \$60,268,000.

Time Certain: 1:45 p.m.

Attachments: [Staff Report](#)

9. CONSENT AGENDA ITEMS

9.1 Meeting Minutes of May 17, 2023 (Laura Sanderlin) (Pages 29-32)

Recommendation: Board action will approve the minutes of May 17, 2023 special meeting.

Estimated Time: 2:00 p.m.

Attachments: [Draft Minutes](#)

9.2 Annual Approval of Chair and Vice Chair (Laura Sanderlin) (Pages 33-34)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Chair Liz Alessio and Vice Chair Mark Joseph to serve the second of their two-year terms.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.3 Fiscal Year (FY) 2023-24 Salary Ranges for Napa Valley Transportation Authority (NVTA) Job Classifications (Laura Sanderlin) (Pages 35-43)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 23-19 approving the FY 2023-24 Salary Ranges for NVTA Job Classifications.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.4 Citizens Advisory Committee (CAC) Member Appointments (Laura Sanderlin) (Pages 44-46)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Aisha Nasir and Michael Baldini to the Citizen Advisory Committee for renewal of a two (2) year term

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.5 Purchase Order 23-P3011 with Transit Solutions LLC Video to acquire Video Surveillance Hardware for Vine vehicles (Rebecca Schenck) (Pages 47-64)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Purchase Order 23-P3011 with Transportation Solutions LLC (TSI) to upgrade Video Surveillance Hardware for an amount not to exceed \$425,000.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

10. PRESENTATIONS

10.1 Vine Trail Update (Grant Bailey)

Recommendation: Information Only

Estimated Time: 2:20 p.m.

11. REGULAR AGENDA ITEMS

11.1 Professional Services Agreements in Response to Request for Qualifications (RFQ) 2023-R01 for On-Call Architect/Engineer and Project Delivery Services (Grant Bailey) (Pages 65-129)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to thirteen (13) Professional Services agreements for on-call architect/engineer and project delivery services, each for a term not to exceed five (5) years.

Estimated Time: 2:35 p.m.

Attachments: [Staff Report](#)

11.2 Bus Maintenance Facility Construction Contract Contingency (Grant Bailey) (Pages 130-135)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board 1) authorize additional construction contingency in the amount of \$600,000, for a total contingency amount not to exceed \$3,500,000, for NVTA Agreement 21-46 with Alten Construction, Inc and 2) authorize an increase in the Executive Director's change order approval authority from \$2,900,000 to \$3,500,000.

Estimated Time: 2:50 p.m.

Attachments: [Staff Report](#)

11.3 Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2024 (Diana Meehan) (Pages 136-154)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2024.

Estimated Time: 3:05 p.m.

Attachments: [Staff Report](#)

11.4 Vine Transit Update (Rebecca Schenck) (Pages 155-164)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive an update on future Vine Transit service changes.

Estimated Time: 3:15 p.m.

Attachments: [Staff Report](#)

11.5 Federal and State Legislative Update (Kate Miller) (Pages 165-182)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal and State Legislative update prepared by Platinum Advisors.

Estimated Time: 3:30 p.m.

Attachments: [Staff Report](#)

12. FUTURE AGENDA ITEMS**13. ADJOURNMENT****13.1 The next Regular Meeting is July 19, 2023.**

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, June 16, 2023.

Laura Sanderlin

Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	FAS	Federal Aid Secondary
ABAG	Association of Bay Area Governments	FAST	Fixing America's Surface Transportation Act
ACFR	Annual Comprehensive Financial Report	FHWA	Federal Highway Administration
ADA	American with Disabilities Act	FTA	Federal Transit Administration
APA	American Planning Association	FY	Fiscal Year
ATAC	Active Transportation Advisory Committee	GHG	Greenhouse Gas
ATP	Active Transportation Program	GGRF	Greenhouse Gas Reduction Fund
BAAQMD	Bay Area Air Quality Management District	GTFS	General Transit Feed Specification
BAB	Build America Bureau	HBP	Highway Bridge Program
BART	Bay Area Rapid Transit District	HBRR	Highway Bridge Replacement and Rehabilitation Program
BATA	Bay Area Toll Authority	HIP	Housing Incentive Program
BIL	Bipartisan Infrastructure Law (IIJA)	HOT	High Occupancy Toll
BRT	Bus Rapid Transit	HOV	High Occupancy Vehicle
CAC	Citizen Advisory Committee	HR3	High Risk Rural Roads
CAP	Climate Action Plan	HSIP	Highway Safety Improvement Program
CAPTI	Climate Action Plan for Transportation Infrastructure	HTF	Highway Trust Fund
Caltrans	California Department of Transportation	HUTA	Highway Users Tax Account
CASA	Committee to House the Bay Area	HVIP	Hybrid & Zero-Emission Truck and Bus Voucher Incentive Program
CBTP	Community Based Transportation Plan	IFB	Invitation for Bid
CEQA	California Environmental Quality Act	ITIP	State Interregional Transportation Improvement Program
CIP	Capital Investment Program	ITOC	Independent Taxpayer Oversight Committee
CMA	Congestion Management Agency	IS/MND	Initial Study/Mitigated Negative Declaration
CMAQ	Congestion Mitigation and Air Quality Improvement Program	JARC	Job Access and Reverse Commute
CMP	Congestion Management Program	LCTOP	Low Carbon Transit Operations Program
CalSTA	California State Transportation Agency	LIFT	Low-Income Flexible Transportation
CTA	California Transit Association	LOS	Level of Service
CTP	Countywide Transportation Plan	LS&R	Local Streets & Roads
CTC	California Transportation Commission	LTF	Local Transportation Fund
CY	Calendar Year	MaaS	Mobility as a Service
DAA	Design Alternative Analyst	MAP 21	Moving Ahead for Progress in the 21 st Century Act
DBB	Design-Bid-Build	MPO	Metropolitan Planning Organization
DBE	Disadvantaged Business Enterprise	MTC	Metropolitan Transportation Commission
DBF	Design-Build-Finance	MTS	Metropolitan Transportation System
DBFOM	Design-Build-Finance-Operate-Maintain	ND	Negative Declaration
DED	Draft Environmental Document	NEPA	National Environmental Policy Act
EIR	Environmental Impact Report	NOAH	Natural Occurring Affordable Housing
EJ	Environmental Justice	NOC	Notice of Completion
EPC	Equity Priority Communities	NOD	Notice of Determination
ETID	Electronic Transit Information Displays		

Glossary of Acronyms

NOP	Notice of Preparation	SHA	State Highway Account
NVTA	Napa Valley Transportation Authority	SHOPP	State Highway Operation and Protection Program
NVTA-TA	Napa Valley Transportation Authority-Tax Agency	SNTDM	Solano Napa Travel Demand Model
OBAG	One Bay Area Grant	SR	State Route
PA&ED	Project Approval Environmental Document	SRTS	Safe Routes to School
P3 or PPP	Public-Private Partnership	SOV	Single-Occupant Vehicle
PCC	Paratransit Coordination Council	STA	State Transit Assistance
PCI	Pavement Condition Index	STIC	Small Transit Intensive Cities
PCA	Priority Conservation Area	STIP	State Transportation Improvement Program
PDA	Priority Development Areas	STP	Surface Transportation Program
PID	Project Initiation Document	TAC	Technical Advisory Committee
PIR	Project Initiation Report	TCM	Transportation Control Measure
PMS	Pavement Management System	TCRP	Traffic Congestion Relief Program
Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes	TDA	Transportation Development Act
PSE	Plans, Specifications and Estimates	TDM	Transportation Demand Management Transportation Demand Model
PSR	Project Study Report	TE	Transportation Enhancement
PTA	Public Transportation Account	TEA	Transportation Enhancement Activities
RACC	Regional Agency Coordinating Committee	TEA 21	Transportation Equity Act for the 21 st Century
RAISE	Rebuilding American Infrastructure with Sustainability and Equity	TFCA	Transportation Fund for Clean Air
RFP	Request for Proposal	TIP	Transportation Improvement Program
RFQ	Request for Qualifications	TIFIA	Transportation Infrastructure Finance and Innovation Act
RHNA	Regional Housing Needs Allocation	TIRCP	Transit and Intercity Rail Capital Program
RM 2	Regional Measure 2 Bridge Toll	TLC	Transportation for Livable Communities
RM 3	Regional Measure 3 Bridge Toll	TLU	Transportation and Land Use
RMRP	Road Maintenance and Rehabilitation Program	TMP	Traffic Management Plan
ROW (R/W)	Right of Way	TMS	Transportation Management System
RTEP	Regional Transit Expansion Program	TNC	Transportation Network Companies
RTIP	Regional Transportation Improvement Program	TOAH	Transit Oriented Affordable Housing
RTP	Regional Transportation Plan	TOC	Transit Oriented Communities
SAFE	Service Authority for Freeways and Expressways	TOD	Transit-Oriented Development
SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users	TOS	Transportation Operations Systems
SB 375	Sustainable Communities and Climate Protection Act 2008	TPA	Transit Priority Area
SB 1	The Road Repair and Accountability Act of 2017	TPI	Transit Performance Initiative
SCS	Sustainable Community Strategy	TPP	Transit Priority Project Areas
		VHD	Vehicle Hours of Delay
		VMT	Vehicle Miles Traveled



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Public Hearing and Approval of Resolution No. 23-18 Amending the Fiscal Year (FY) 2023-24 Budget

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Approve Resolution 23-18 rolling over \$28,284,100 from FY 2022-23, and amending the FY 2023-24 budget and appropriation limit to \$60,268,000;
- (2) Hold a Public Hearing to amend the FY 2023-24 Budget and increase the appropriations limit to \$60,268,000.

EXECUTIVE SUMMARY

NVTA adopted a biennial budget for the fiscal years FY 2022-23 and FY 2023-24 in May 2021. The Budget in the first year of the biennial budget cycle was “front loaded” to ensure funding capacity for projects and programs. This is standard operating procedure, and typically any unused balances from year 1 of the budget are carried over to the second year by Resolution. Staff is requesting Board approval for a budget amendment to carry over \$28,284,100 from FY 2022-23 to FY 2023-24 and increase the FY 2023-24 appropriation limit to \$60,268,000.

FISCAL IMPACT

The original budget was \$31,983,900. NVTA is requesting \$28,414,600 in carryover balances from fiscal year 2022-23 to fiscal year 2023-24 which will increase the appropriation to \$60,268,000. The increase in the appropriation is due to carrying over remaining balances to the current fiscal year from the previous year.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov
SUBJECT: Public Hearing and Approval of Resolution No. 23-18 Amending the Fiscal Year (FY) 2023-24 Budget

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Approve Resolution 23-18 (Attachment 2) rolling over \$28,284,100 from FY 2022-23, and amending the FY 2023-24 budget and appropriation limit to \$60,268,000;
- (2) Hold a Public Hearing to amend the FY 2023-24 Budget and increase the appropriations limit to \$60,268,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

In May 2022, the Board of Directors approved a biennial budget of nearly \$123 million for the fiscal years 2022-23 and 2023-24. This budget served as a comprehensive plan outlining how resources will be allocated to achieve the goals and objectives of NVTA over the next two years. Adoption of the budgets and appropriation limit grants the legal authority to expend revenues for the specified objectives. The budget was "front loaded," provides flexibility to accelerate projects and programs.

The biennial budget was balanced, ensuring that expenditures and operational funding are aligned with projected operating revenues and grants. This approach guarantees that all NVTA objectives are adequately funded, and that all services are maintained, while simultaneously striving to minimize costs.

Attachment 2 presents the approved budget and the current year's forecast. Based on projections, NVTA is expected to have a carryover balance of \$18.6 million for operations and \$37.2 million for capital projects. Considering that the costs for the second year are now better understood, a carryover amount of \$28,284,100 for operations and capital is requested, bringing the total appropriation amount for the final year to \$60,268,000.

Attachment 2 provide a summary of the Consolidated Budgets. Attachment 3 provides additional details.

Financial Performance

Congestion Management Agency (Planning Fund) Budget vs. Forecast

The Congestion Management Agency (CMA), known as the General or Planning Fund within NVTA, is projected to generate approximately \$11,238,840 in revenues. This year, Transportation Development Act Funds makes up nearly 29% of the total revenues. Caltrans will reimburse nearly 40% of expenses, which is primarily related to the Soscol Junction and Vine Trail projects. Other revenue sources include salary charge backs to the public transit fund, interest, refunds, and membership contributions.

The expenses for the Planning Fund are expected to reach \$10,846,600, almost double the previous year's expenditures. This increase reflects a highly active project delivery schedule. Personnel costs will rise to \$2,952,000 due to filling positions that have been vacant throughout the prior fiscal year. Additionally, consulting services expenses have surged by over 100%, accounting for \$7,000,000. The increase reflects the number of active projects which may increase over the course of year given the roughly \$40 million in Regional Measure 3 revenues that staff anticipates will flow this year. Annual operational expenses remain within the expected range.

Top General Fund expenditures:

Personnel Costs	\$2,952,000
Vine Trail Construction	\$4,000,000
Soscol Junction Oversight	\$ 250,000
Other Project/Programs	\$2,750,000
Administration/Services/Supplies:	\$ 894,600

A budget carryover of \$13,483,800 will be allocated to the second year of the bi-annual budget. This carryover primarily consists of the remaining budget in consulting services and personnel costs. Furthermore, an approved but vacant full-time equivalent position will be added to the agency's workforce. In the original budget, NVTa had initially budgeted for fifteen FTEs.

It should be noted that the annual operating costs are projected to increase by approximately 20%. This increase can be attributed to rising expenses associated with the services provided to the agency. Specific increases are primarily attributed transit service increases, fuel, and staffing costs reflecting a near full roster.

Attachment 2 provide a summary of the General Fund. Attachment 3 provides additional details.

Public Transit (Transit Fund) Budget vs. Forecast

Total public transit funding for the fiscal year is estimated to reach approximately \$15,566,000, including a federal stimulus funding of \$2.4 million provided by the Federal Transportation Administration (FTA). This funding is specifically allocated to support transit operations relief and recovery efforts. Staff anticipates receiving some new state revenues but not a significant amount of new operating funding from the state-wise effort to resolve the *Transit Fiscal Cliff*.

Operating expenses for the fiscal year are projected to be \$15,124,800 (excluding depreciation), which represents a notable 24% increase compared to the previous year. The significant rise can be attributed to the expansion of service hours and the associated costs. The primary expense categories include purchased transportation, totaling \$11,645,000, and fuel expenses amounting to \$1,250,000. In comparison, the previous year's figures for these expense categories were \$9,400,384 and \$1,395,071 respectively.

Top Public Transit Fund expenditures:

Purchase Transportation	\$11,645,000
Fuel	\$ 1,250,000
Maintenance	\$ 795,000
Administration	\$ 879,800
Interest Expense	\$ 100,000

Attachment 2 provide a summary of the Public Transit Budget. Attachment 3 provide additional details separated by the different transit lines.

Capital Purchases

NVTA's capital program included the procurement of zero emission buses, completion of the Imola Park and Ride project and significant progress on the new Maintenance Facility. Since the capital budget is front-loaded, staff is requesting that the Board approve carrying over \$12,038,800 from FY 2022-23 to FY 2023-24. In addition, the Vine Trail budget is being moved from the Capital Budget to the General Fund, as it cannot be classified as an agency asset.

Attachment 2 provide a summary of the Capital Budgets. Attachment 3 provides additional details.

ALTERNATIVES

The Board could decide not to approve the amended budget and annual appropriations increase, however, without an amended budget and new appropriation, several approved projects and programs will be delayed or suspended.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The budget establishes parameters for each expenditure and helps NVTA track expenses and report changes to the NVTA Board within the adopted appropriation limits providing oversight for such expenses.

ATTACHMENTS

- (1) Resolution No. 23-18
- (2) Large Format Summary Budget Tables
- (3) FY 2023 Carryover Balances and FY 24 (Adjusted) Budget

RESOLUTION No. 23-18

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AMENDING THE FY 2023-24 BUDGET TO
TO \$60,268,000 AND INCREASE THE APPROPRIATION LIMIT**

WHEREAS, the Napa Valley Transportation Authority (NVTA) is designated the countywide transportation planning agency responsible for Highway, Streets and Roads, transit planning and programming, capital development, and project delivery within Napa County, and

WHEREAS, the Board reviews and approves a bi-annual budget for all transportation and transit services including fixed route, deviated route, paratransit, and other mobility services as well as NVTA administration and planning, and

WHEREAS, the bi-annual budget was originally front loaded in the first year with the expectation that unused balances will rollover in the successive year; and

WHEREAS, the NVTA Board of Directors originally approved a fiscal year 2023-24 operating budget of \$31,983,900; and

WHEREAS, the NVTA Board of Directors originally approved a fiscal year 2023-24 capital budget of \$0; and,

WHEREAS, the amended FY2023-24 operations budget is \$48,229,200; and

WHEREAS, the amended FY2023-24 capital budget is \$12,038,800; and

WHEREAS, the budget amendment reflects projects and program budgets carry overed from FY 2022-23 to FY 2023-24, and

NOW, THEREFORE, BE IT RESOLVED, that the Napa Valley Transportation and Authority amends the FY 2023-24 budget and increases the appropriation to \$48,229,200 for operations and \$12,038,800 for capital projects for a total budget of \$60,268,000, and adjusting the FY 2023-24 appropriations limit accordingly.

BE IT FURTHER RESOLVED, that the Napa Valley Transportation and Authority authorizes the Executive Director or designee to take all necessary actions to secure indicated Federal, State, Regional, and Local resources, and to execute contracts with Member Agencies or funding entities as necessary.

Passed and Adopted the 21th day of June, 2023.

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

Budgets - Consolidated, Operations and Capital

	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference (Available)	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Consolidated Budget	\$ 31,027,757	\$ 90,316,000	\$ 53,082,645	\$ (37,233,355)	\$ 31,983,900	\$ 60,268,000	\$ 28,284,100
Revenues							
General Fund	5,996,963	29,763,100	11,238,840	(18,524,260)	13,211,500	26,695,300	13,483,800
Transit Fund	12,757,891	14,432,900	15,566,000	1,133,100	15,202,400	17,988,900	2,786,500
Total Revenues	\$18,754,854	\$44,196,000	\$26,804,840	\$ (17,391,160)	\$28,413,900	\$44,684,200	\$16,270,300
Expenses							
OPERATIONAL EXPENSES							
General Fund	3,708,696	26,245,400	7,894,600	(18,350,800)	13,211,500	26,695,300	13,483,800
Transit Fund	13,947,378	17,502,900	17,789,800	286,900	18,772,400	21,533,900	2,761,500
Total Operating Expenses	17,656,074	43,748,300	25,684,400	(18,063,900)	31,983,900	48,229,200	16,245,300
<i>LESS Depreciation</i>	1,725,069	3,070,000	2,665,000	(405,000)	3,570,000	3,545,000	(25,000)
Total Expenses (Less Depreciation)	\$ 15,931,005	\$ 40,678,300	\$ 23,019,400	\$ (17,658,900)	\$ 28,413,900	\$ 44,684,200	\$ 16,270,300
SURPLUS/(DEFICIT)	842,612	-	833,440	833,440	-	-	-
CAPITAL BUDGETS							
Revenues							
Total Revenues	11,390,446	43,050,000	24,446,245	(18,603,755)	-	12,038,800	12,038,800
Total: Other Expenses	11,390,446	43,050,000	24,446,245	(18,603,755)	-	12,038,800	12,038,800
Net Surplus (Deficit)	-	-	-	-	-	-	-
Consolidated Budget	\$ 31,027,757	\$ 90,316,000	\$ 53,082,645	\$ (37,233,355)	\$ 31,983,900	\$ 60,268,000	\$ 28,284,100

Budget - Congestion Management Agency (General Fund)

	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Revenues							
Transportation Development Act	\$3,159,528	\$3,972,200	\$3,248,840	\$ (723,360)	\$3,425,500	\$2,704,500	\$ (721,000)
State Funds (ie Caltrans)	1,008,446	4,031,300	800,000	(3,231,300)	150,000	2,150,000	2,000,000
Federal Funds- FTA/FHWA	1,064,273	11,433,600	4,500,000	(6,933,600)	6,600,000	10,932,600	4,332,600
Other Org/Governmental Agencies	160,602	9,795,000	1,700,000	(8,095,000)	2,500,000	10,172,200	7,672,200
Interest	35,995	20,000	90,000	70,000	20,000	30,000	10,000
Local Contributions & Membership Fees	568,119	260,000	500,000	240,000	265,000	265,000	-
Intrafund Transfers-In (Transit Timesheets)	-	251,000	400,000	149,000	251,000	441,000	190,000
Total Revenues	\$5,996,963	\$29,763,100	\$11,238,840	\$ (18,524,260)	\$13,211,500	\$26,695,300	\$13,483,800
Expenses							
Personnel Costs	\$1,981,237	\$3,517,700	\$2,952,000	\$ (565,700)	\$3,650,500	\$3,974,800	\$324,300
Consulting Services	2,795,540	25,392,000	7,000,000	(18,392,000)	8,667,000	21,652,000	12,985,000
Administration	913,156	853,400	894,600	41,200	894,000	1,068,500	174,500
Total Expenditures	\$5,689,933	\$29,763,100	\$10,846,600	\$ (18,916,500)	\$13,211,500	\$26,695,300	\$13,483,800
SURPLUS/(DEFICIT)	\$ 307,030	\$ -	\$ 392,240	\$ 392,240	\$ -	\$ -	\$ -

Budget - Consolidated: Vine Transit Services

	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Revenues							
Transportation Development Act	4,011,883	5,614,700	7,252,025	1,637,325	6,808,100	8,059,800	1,251,700
State Transit Assistance	2,006,251	2,310,000	1,955,000	(355,000)	2,610,000	3,112,000	502,000
Federal Funds- FTA	6,809,336	5,298,600	5,300,000	1,400	4,437,900	5,415,000	977,100
Other-Governmental Agencies	1,385,517	300,600	300,000	(600)	300,600	500,000	199,400
Interest	26,674	48,500	12,500	(36,000)	48,500	24,300	(24,200)
Farebox	580,477	860,500	746,475	(114,025)	997,300	877,800	(119,500)
Fixed Asset Disposal	(2,062,247)	-	-	-	-	-	-
Total Revenues	\$12,757,891	\$14,432,900	\$15,566,000	\$1,133,100	\$15,202,400	\$17,988,900	\$2,786,500
Expenses							
Purchased Transportation	9,400,384	11,559,900	11,645,000	85,100	12,075,500	13,857,300	1,781,800
Maintenance- Buildings, Software, Vehicles	395,026	402,000	795,000	393,000	402,000	1,072,100	670,100
Fuel	1,395,071	1,444,400	1,250,000	(194,400)	1,668,300	1,617,000	(51,300)
Administration	652,576	635,600	879,800	244,200	645,600	734,900	89,300
Interest Expense (TIFIA/Bank of Marin)	-	140,000	100,000	(40,000)	160,000	302,600	142,600
Depreciation Expense	1,725,069	3,070,000	2,665,000	(405,000)	3,570,000	3,545,000	(25,000)
Total for: Services and Supplies	13,568,126	17,251,900	17,334,800	82,900	18,521,400	21,128,900	2,607,500
Salary/Overhead Allocation	379,252	251,000	455,000	204,000	251,000	405,000	154,000
Total for: Other Expenses	379,252	251,000	455,000	204,000	251,000	405,000	154,000
Total Expenses	13,947,378	\$ 17,502,900	\$ 17,789,800	\$ 286,900	\$ 18,772,400	\$ 21,533,900	\$ 2,761,500
LESS Depreciation	1,725,069	3,070,000	2,665,000	(405,000)	3,570,000	3,545,000	(25,000)
Total Expenses (Less Depreciation)	\$ 12,222,309	\$ 14,432,900	\$ 15,124,800	\$ 691,900	\$ 15,202,400	\$ 17,988,900	\$ 2,786,500
SURPLUS/(DEFICIT)	535,582	0	441,200	441,200	-	-	-

Budgets - Consolidated CMA, Public Transit, TFCA

	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Consolidated Budget	\$ 31,027,757	\$ 90,316,000	\$ 53,082,645	\$ (37,233,355)	\$ 31,983,900	\$ 60,268,000	\$ 28,284,100
Public Transit Service Projections	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Service Hours	126,442	129,718	107,755	(21,963)	129,718	147,200	17,483
Revenue Hours	88,942	96,261	86,063	(10,198)	96,241	121,726	25,485
Service Miles	1,662,680	1,746,176	1,422,087	(324,089)	1,714,247	2,051,681	337,434
Revenue Miles	1,491,761	1,627,596	1,265,815	(361,781)	1,547,581	1,777,530	229,949
Ridership	447,568	499,535	557,656	58,121	504,576	615,039	110,463
Revenues							
Transportation Development Act	7,171,411	9,586,900	10,500,865	913,965	10,233,600	10,814,300	580,700
State Funds (ie Caltrans)	3,014,697	6,341,300	2,755,000	(3,586,300)	2,760,000	5,262,000	2,502,000
Federal Funds- FTA/FHWA	7,873,609	16,732,200	9,800,000	(6,932,200)	11,037,900	16,347,600	5,309,700
Other-Governmental Agencies	1,546,119	10,095,600	2,000,000	(8,095,600)	2,800,600	10,672,200	7,871,600
Interest	62,669	68,500	102,500	34,000	68,500	54,300	(14,200)
Charges for Services/ Farebox	1,093,977	879,000	1,052,500	173,500	985,800	927,800	(58,000)
Charges for Services-Amcan	9,619	50,000	45,000	(5,000)	80,700	50,000	(30,700)
Charges for Service-Yountville	-	61,200	35,000	(26,200)	63,700	50,000	(13,700)
Charges for Services-St Helena	-	65,300	48,975	(16,325)	67,100	50,000	(17,100)
Charges for Services-Calistoga	45,000	65,000	65,000	-	65,000	65,000	-
Miscellaneous	(2,062,247)	-	-	-	-	-	-
Intrafund Transfers-In	-	251,000	400,000	149,000	251,000	441,000	190,000
Total Revenues	\$18,754,854	\$44,196,000	\$26,804,840	\$ (17,391,160)	\$28,413,900	\$44,734,200	\$16,320,300
Expenses							
Salaries and Wages	1,396,644	2,500,000	2,000,000	(500,000)	2,600,000	2,950,000	350,000
Extra Help	34,653	100,000	-	(100,000)	100,000	-	(100,000)
401A Employer Contribution	13,605	24,000	30,000	6,000	24,500	35,500	11,000
Cell Phone Allowance	6,484	12,000	10,000	(2,000)	9,000	12,000	3,000
Medicare	24,481	42,000	35,000	(7,000)	42,300	45,300	3,000
Employee Insurance-Premiums	320,870	350,000	350,000	-	365,000	365,000	-
Workers Compensation	2,671	18,000	12,000	(6,000)	18,000	12,000	(6,000)
Unemployment Compensation	1,943	18,000	20,000	2,000	18,000	20,000	2,000
Retirement	121,168	350,000	375,000	25,000	365,000	390,000	25,000
Other Post Employment Benefits	50,289	50,000	55,000	5,000	55,000	80,000	25,000
Other Employee Benefits	8,429	53,700	65,000	11,300	53,700	65,000	11,300
Total for: Salaries and Benefits	\$1,981,237	\$3,517,700	\$2,952,000	\$ (565,700)	\$3,650,500	\$3,974,800	\$324,300
OPERATIONAL EXPENSES							
Administration Services	2,861	5,000	2,000	(3,000)	5,000	5,000	-
Accounting/Auditing Services	94,886	74,100	72,000	(2,100)	74,100	73,400	(700)
Information Technology Service	109,304	153,500	147,000	(6,500)	163,500	162,000	(1,500)
ITS-Communication Services	25,800	25,000	23,500	(1,500)	35,000	30,000	(5,000)
Legal Services	101,535	55,000	76,000	21,000	55,000	70,000	15,000
Consulting Services	2,831,726	25,417,000	7,000,000	(18,417,000)	8,692,000	21,652,000	12,960,000
Waste Disposal Services	22,645	28,900	28,000	(900)	29,500	36,600	7,100
Security Services	31,476	23,000	33,000	10,000	23,000	38,000	15,000
Landscaping Services	10,080	7,500	32,500	25,000	7,500	10,000	2,500
Purchased Transportation	9,400,384	11,559,900	11,645,000	85,100	12,075,500	13,857,300	1,781,800
Maintenance-Equipment	55,743	145,000	205,000	60,000	145,000	430,000	285,000
Maintenance-Buildings/Improvem	135,892	150,000	190,000	40,000	150,000	175,000	25,000
Maintenance-Software	142,995	212,000	275,000	63,000	212,000	275,000	63,000
Maintenance-Vehicles	297,101	47,000	300,000	253,000	47,000	399,100	352,100
Rents and Leases - Equipment	28,365	7,000	118,000	111,000	7,000	7,500	500
Rents and Leases - Bldg/Land	-	-	30,000	30,000	-	-	-
Insurance - Premiums	428,118	522,000	390,000	(132,000)	532,000	557,000	25,000
Communications/Telephone	43,882	16,300	60,000	43,700	16,300	87,000	70,700
Advertising/Marketing	82,321	113,500	262,000	148,500	113,500	142,000	28,500
Printing & Binding	85,103	29,200	47,500	18,300	29,200	30,000	800
Bank Charges	9,069	17,000	8,700	(8,300)	17,000	17,000	-
Publications & Legal Notices	9,607	13,000	25,200	12,200	13,000	25,000	12,000
Training/Conference Expenses	30,016	25,000	40,000	15,000	25,000	40,000	15,000
Business Travel/Mileage	3,385	15,000	8,700	(6,300)	15,000	8,700	(6,300)
Office Supplies	47,084	25,000	39,500	14,500	30,000	41,500	11,500
Freight/Postage	3,816	3,000	3,000	-	3,000	3,000	-
Books/Media/Periodicals/Subscr	13,386	6,000	14,100	8,100	6,000	10,000	4,000
Memberships/Certifications	41,803	70,000	40,000	(30,000)	70,000	60,000	(10,000)
Utilities - Electric	54,427	25,000	57,000	32,000	30,000	65,000	35,000
Utilities - Water	13,755	12,000	14,500	2,500	12,000	27,500	15,500
Fuel	1,395,188	1,445,400	1,250,200	(195,200)	1,669,300	1,617,200	(52,100)
Interest Expense (TIFIA/Bank of Marin)	-	180,000	100,000	(80,000)	210,000	352,600	142,600
Depreciation Expense	1,725,069	3,070,000	2,665,000	(405,000)	3,570,000	3,545,000	(25,000)
Total for: Services and Supplies	17,276,822	43,497,300	25,229,400	(18,267,900)	28,082,400	43,849,400	15,767,000
Salary/Overhead Allocation	379,252	251,000	455,000	204,000	251,000	405,000	154,000
Total for: Other Expenses	379,252	251,000	455,000	204,000	251,000	405,000	154,000
Total Expenses	19,637,311	47,266,000	28,636,400	(18,629,600)	31,983,900	44,254,400	15,921,000
<i>LESS Depreciation</i>	1,725,069	3,070,000	2,665,000	(405,000)	3,570,000	3,545,000	(25,000)
Total Expenses (Less Depreciation)	\$ 17,912,242	\$ 44,196,000	\$ 25,971,400	\$ (18,224,600)	\$ 28,413,900	\$ 40,709,400	\$ 15,946,000
SURPLUS/(DEFICIT)	842,612	-	833,440	833,440	-	-	-
CAPITAL BUDGETS	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Revenues							
Tranportation Development Act	3,451,336	9,300,000	2,543,013	(6,756,987)	-	2,650,000	2,650,000
Federal	4,867,978	8,000,000	4,017,700	(3,982,300)	-	1,820,000	1,820,000
Caltrans/State	3,071,132	-	600,000	600,000	-	-	-
Other Funds	-	11,750,000	1,285,532	(10,464,468)	-	2,948,993	2,948,993
TIFIA	-	14,000,000	16,000,000	2,000,000	-	4,619,807	4,619,807
Total Revenues	11,390,446	43,050,000	24,446,245	(18,603,755)	-	12,038,800	12,038,800
Expenses							
Vine Trail Calistoga to St. Helena	-	12,000,000	4,000,000	(8,000,000)	<i>MOVED TO THE GENERAL FUND</i>		
Zero Emission Buses	3,528,987	2,400,000	1,446,245	(953,755)	-	-	-
Vine Bus Maintenance Facility	4,623,752	27,000,000	18,000,000	(9,000,000)	-	8,638,800	8,638,800
CAD AVL Technology Upgrades	483,132	-	-	-	-	-	-
Transit Related Equipment	-	350,000	400,000	50,000	-	2,575,000	2,575,000
Bus Purchase	390,488	300,000	-	(300,000)	-	425,000	425,000
Imola Park and Ride	2,364,087	1,000,000	600,000	(400,000)	-	400,000	400,000
Other Capital Projects	-	-	-	-	-	-	-
Total: Other Expenses	11,390,446	43,050,000	24,446,245	(18,603,755)	-	12,038,800	12,038,800
Net Surplus (Deficit)	-	-	-	-	-	-	-
Consolidated Budget	\$ 31,027,757	\$ 90,316,000	\$ 53,082,645	\$ (37,233,355)	\$ 31,983,900	\$ 60,268,000	\$ 28,284,100

CAPITAL INVESTMENTS FY 2024

VEHICLES	FACILITIES	EQUIPMENT
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Updated 2/4/2022

PROJECT	DEPT	FUNDING STATUS	TOTALS	V1. Vehicle Upgrades/ Enhancements 8302002 Secured	V2. Paratransit Bus Purchase 8302001 Secured	F1. Bus Maintenance Facility 8302002 Secured	F2. Imola PNR Upgrades 83020 Secured	F3. Redwood Park and Ride 83020 Secured	E1. Radios/Cameras 8302002 Secured	E2. Electronic Signs 8302002 Secured	E3. Equipment Upgrades 8302002 Secured	E\$. SGTC Upgrades 8302003 Secured	
Funding Source:													
			-	-	-	\$0	-						
			4,619,807	-	-	\$4,619,807	-						
			995,000	-	225,000	-	-	600,000	\$170,000				
			-	-	-								
			2,665,000	-	200,000	1,000,000	450,000			250,000	400,000	365,000	
			-	-	-					-			
			-	-	-	-	-			-	-	-	
			-	-	-					-			
			-	-	-					-			
			-	-	-					-			
			-	-	-					-			
			3,758,993	300,000	-	3,018,993	-	210,000	\$230,000	\$0			
			\$12,038,800	\$300,000	\$425,000	\$8,638,800	\$450,000	\$810,000	\$400,000	\$250,000	\$400,000	\$365,000	
TOTAL PROJECT COSTS				\$12,038,800	\$300,000	\$425,000	\$8,638,800	\$450,000	\$810,000	\$400,000	\$250,000	\$400,000	\$365,000

Budget Inputs - Congestion Management Agency

	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Revenues							
Transportation Development Act	3,159,528	3,972,200	3,248,840	(723,360)	3,425,500	2,704,500	(721,000)
State Funds (ie Caltrans)	1,008,446	4,031,300	800,000	(3,231,300)	150,000	2,150,000	2,000,000
Federal Funds- FTA/FHWA	1,064,273	11,433,600	4,500,000	(6,933,600)	6,600,000	10,932,600	4,332,600
Other Org/Governmental Agencies	160,602	9,795,000	1,700,000	(8,095,000)	2,500,000	10,172,200	7,672,200
Interest	35,995	20,000	90,000	70,000	20,000	30,000	10,000
Local Contributions & Membership Fees	568,119	260,000	500,000	240,000	265,000	265,000	-
Intrafund Transfers-In (Transit Timesheets)	-	251,000	400,000	149,000	251,000	441,000	190,000
Total Revenues	\$5,996,963	\$29,763,100	\$11,238,840	\$ (18,524,260)	\$13,211,500	\$26,695,300	\$13,483,800
Expenses							
Salaries and Wages	1,396,644	2,500,000	2,000,000	(500,000)	2,600,000	2,950,000	350,000
Extra Help	34,653	100,000	-	(100,000)	100,000	-	(100,000)
457 Employer Contribution	13,605	24,000	30,000	6,000	24,500	35,500	11,000
Cell Phone Allowance	6,484	12,000	10,000	(2,000)	9,000	12,000	3,000
Medicare/Employer Taxes	24,481	42,000	35,000	(7,000)	42,300	45,300	3,000
Employee Insurance-Premiums	320,870	350,000	350,000	-	365,000	365,000	-
Workers Compensation	2,671	18,000	12,000	(6,000)	18,000	12,000	(6,000)
Unemployment Compensation	1,943	18,000	20,000	2,000	18,000	20,000	2,000
Retirement	121,168	350,000	375,000	25,000	365,000	390,000	25,000
Other Post Employment Benefits	50,289	50,000	55,000	5,000	55,000	80,000	25,000
Other Employee Benefits	8,429	53,700	65,000	11,300	53,700	65,000	11,300
Total for: Salaries and Benefits	\$1,981,237	\$3,517,700	\$2,952,000	\$ (565,700)	\$3,650,500	\$3,974,800	\$324,300
OPERATIONAL EXPENSES							
Administration Services	2,861	5,000	2,000	(3,000)	5,000	5,000	-
Accounting/Auditing Services	90,362	70,000	70,000	-	70,000	70,000	-
Information Technology Service	107,198	145,000	145,000	-	155,000	155,000	-
ITS-Communication Services	25,800	25,000	20,000	(5,000)	35,000	30,000	(5,000)
Legal Services	101,535	55,000	70,000	15,000	55,000	70,000	15,000
Consulting Services	2,795,540	25,392,000	7,000,000	(18,392,000)	8,667,000	21,652,000	12,985,000
Waste Disposal Services	4,261	3,900	6,000	2,100	4,500	6,600	2,100
Security Services	5,887	8,000	8,000	-	8,000	23,000	15,000
Landscaping Services	3,931	7,500	7,500	-	7,500	10,000	2,500
Maintenance-Equipment	20,251	25,000	5,000	(20,000)	25,000	25,000	-
Maintenance-Buildings/Improvem	135,892	75,000	95,000	20,000	75,000	100,000	25,000
Maintenance-Software	80,553	50,000	75,000	25,000	50,000	80,000	30,000
Maintenance-Vehicles	9	2,000	-	(2,000)	2,000	2,000	-
Rents and Leases - Equipment	7,466	7,000	7,500	500	7,000	7,500	500
Insurance - Premiums	55,659	60,000	90,000	30,000	60,000	75,000	15,000
Communications/Telephone	9,122	15,000	15,000	-	15,000	40,000	25,000
Advertising/Marketing	54,361	40,000	60,000	20,000	40,000	60,000	20,000
Printing & Binding	18,301	15,000	7,000	(8,000)	15,000	15,000	-
Bank Charges	836	15,000	200	(14,800)	15,000	15,000	-
Publications & Legal Notices	8,796	8,000	20,000	12,000	8,000	20,000	12,000
Training/Conference Expenses	30,016	25,000	40,000	15,000	25,000	40,000	15,000
Business Travel/Mileage	3,385	15,000	8,700	(6,300)	15,000	8,700	(6,300)
Office Supplies	39,544	25,000	36,000	11,000	30,000	35,000	5,000
Freight/Postage	3,816	3,000	3,000	-	3,000	3,000	-
Books/Media/Periodicals/Subscr	13,386	6,000	14,000	8,000	6,000	10,000	4,000
Memberships/Certifications	41,803	70,000	40,000	(30,000)	70,000	60,000	(10,000)
Utilities - Electric	40,130	25,000	42,000	17,000	30,000	45,000	15,000
Utilities - Water	7,878	12,000	7,500	(4,500)	12,000	7,500	(4,500)
Fuel	117	1,000	200	(800)	1,000	200	(800)
Interest Expense (Bank of Marin)	-	40,000	-	(40,000)	50,000	50,000	-
Total for: Services and Supplies	\$ 3,708,696	\$ 26,245,400	\$ 7,894,600	\$ (18,350,800)	\$ 9,561,000	\$ 22,720,500	\$ 13,159,500
Salary/Overhead Allocation	-	-	-	-	-	-	-
Total for: Other Expenses	-	-	-	-	-	-	-
Total Expenditures	\$5,689,933	\$29,763,100	\$10,846,600	\$ (18,916,500)	\$13,211,500	\$26,695,300	\$13,483,800
<i>LESS Depreciation</i>							
SURPLUS/(DEFICIT)	\$ 307,030	\$ -	\$ 392,240	\$ 392,240	\$ -	\$ -	\$ -

Special Projects: Professional Fees/ Consultant Details

Professional Fees/ Consulting	FY2022-23	FY2023-24 Adjusted	Proposed Funding
Soscol Junction	3,000,000	3,748,860	Caltrans
SR29 Improvements/ Napa Forward	1,200,000	1,000,000	STP/OBAG
SR-29/ AmCan Improvements	1,000,000	500,000	MTC Passthrough Funds
SR29/SR 12/Airport Environmental	1,000,000	250,000	OBAG
Upstairs Office Partitioning/ Ground Floor Office Area	860,000	750,000	TDA
TFCA Budget ***	500,000	500,000	TFCA
Capital Projects - Project Management/Coordination (various tasks)	300,000	300,000	CMA Planning
Carneros Intersection Environmental/Engineering	300,000	300,000	TDA
Vision Zero Plan	300,000	250,000	OBAG
Senior Transportation Needs Assessment	200,000	200,000	TDA
Safe Routes To Schools (NCOE/Caltrans) PASS THROUGH	140,000	100,000	STIP
SR 29 Rapid Transit Corridor Study	100,000	-	TDA
TCM Program/Center Design/Feasibility Study	100,000	100,000	TDA
Oxbow Bypass Design and Engineering	100,000	100,000	TDA
ADA Management Services (ADA Ride)	60,000	60,000	SR2S - OBAG 2/ATP
State Advocacy Services- Lobbying Services	52,000	52,000	TDA
Imola Corridor Preliminary Engineering and specific plans	50,000	50,000	OBAG
Center for Technology and Environment - ZEB Project Implementation	40,000	-	TDA
Website Enhancements/Upgrades	40,000	-	TDA
Federal Advocacy Program (Shared with County)	30,000	30,000	FTA
Bike Plan Updates and Revisions	25,000	25,000	TDA
Countywide Transportation Plan	25,000	25,000	ATP/CMA Planning
TIFIA Loan Financial Advisory Services	25,000	25,000	TDA
Travel Demand Model Operations and Maintenance (O&M)	25,000	25,000	CMA Planning
V Commute/TDM/Ride Amigos (rideshare services)	25,000	165,000	TDA
ZEB Rollout Plan	25,000	-	TDA
Recruitment/Temp Agency	25,000	-	TDA
Active Transportation Program- (Bike maps, Outreach & Supplies)	20,000	-	TDA
Caltrans Cost Allocation Plan	15,000	-	CMA Planning
Bike and Ped Counts	10,000	-	CMA
Agency Workplace Coaching/Consulting	5,000	-	TDA
Travel Behavior Study	-	300,000	OBAG
Here Public Transit Pilot Program	-	796,140	TDA
Vine Trail Construction* (Moved from Capital Investments)	15,795,000	12,000,000	ATP/Local
TOTAL SPECIAL PROJECTS- Professional Fees/Consulting	\$ 25,392,000	\$ 21,652,000	

Budget Inputs - Vine Transit

	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Public Transit Service Projections							
Total Service Hours	100,118	100,118	77,634	(22,484)	100,118	116,000	15,883
Total Revenue Hours	67,360	71,701	60,850	(10,851)	71,701	95,000	23,299
Total Service Miles	1,434,988	1,484,959	1,153,422	(331,537)	1,484,959	1,800,000	315,041
Total Revenue Miles	1,329,284	1,377,256	1,087,122	(290,134)	1,377,256	1,600,000	222,744
Total Passengers	388,867	453,784	500,000	46,216	453,784	560,000	106,216
Service Costs							
Service Costs		6,207,285			6,407,520		
Fixed Cost Allocation		3,064,093			23,605,568		
Total- Contracted Services		\$9,271,378			\$30,013,088		
Revenues							
Transportation Development Act	2,346,719	4,199,900	5,709,466	1,509,566	5,365,370	6,163,000	797,630
State Transit Assistance	1,319,351	1,900,000	1,700,000	(200,000)	2,000,000	2,832,000	832,000
Federal Funds- FTA	4,272,242	4,500,000	4,000,000	(500,000)	3,600,000	4,140,000	540,000
Other-Governmental Agencies	1,385,517	300,600	300,000	(600)	300,600	500,000	199,400
Interest	11,044	44,100	-	(44,100)	44,100	15,000	(29,100)
Farebox	478,001	600,000	500,000	(100,000)	700,000	600,000	(100,000)
Fixed Asset Disposal	(2,062,247)	-	-	-	-	-	-
Total Revenues	\$7,750,627	\$11,544,600	\$12,209,466	\$664,866	\$12,010,070	\$14,250,000	\$2,239,930
Expenses							
Accounting/Auditing Services	3,991	-	2,000	2,000	-	-	-
Information Technology Service	-	-	2,000	2,000	-	-	-
Other Professional Services	-	25,000	-	(25,000)	-	-	-
Waste Disposal Services	18,384	25,000	22,000	(3,000)	25,000	30,000	5,000
Security Services	25,589	15,000	25,000	10,000	15,000	15,000	-
Landscaping Services	6,149	-	25,000	25,000	-	-	-
Construction Services	-	-	25,000	25,000	-	-	-
Purchased Transportation	7,336,874	9,271,400	9,000,000	(271,400)	9,538,870	11,025,000	1,486,130
Maintenance-Equipment	699	75,000	200,000	125,000	75,000	400,000	325,000
Maintenance-Buildings/Improvem	-	75,000	75,000	-	75,000	75,000	-
Maintenance-Software	62,442	90,000	200,000	110,000	90,000	100,000	10,000
Maintenance-Vehicles	276,338	-	300,000	300,000	-	350,000	350,000
Rents and Leases - Equipment	20,899	-	20,000	20,000	-	-	-
Insurance - Premiums	286,655	300,000	300,000	-	310,000	310,000	-
Communications/Telephone	34,108	-	45,000	45,000	-	45,000	45,000
Advertising/Marketing	27,960	65,000	70,000	5,000	65,000	65,000	-
Printing & Binding	60,916	8,000	35,000	27,000	8,000	8,000	-
Bank Charges	8,233	2,000	1,000	(1,000)	2,000	2,000	-
Publications & Legal Notices	811	5,000	1,000	(4,000)	5,000	5,000	-
Office Supplies	6,446	-	3,500	3,500	-	5,000	5,000
Utilities - Electric	14,297	-	15,000	15,000	-	20,000	20,000
Utilities - Water	5,877	-	7,000	7,000	-	20,000	20,000
Fuel	1,176,124	1,223,200	1,250,000	26,800	1,416,200	1,400,000	(16,200)
Interest Expense (TIFIA/Bank of Marin)	-	140,000	100,000	(40,000)	160,000	150,000	(10,000)
Depreciation Expense	1,651,442	2,700,000	2,500,000	(200,000)	3,200,000	3,200,000	-
Total for: Services and Supplies	11,024,234	14,019,600	14,229,500	209,900	14,985,070	17,225,000	2,239,930
Salary/Overhead Allocation	230,816	225,000	300,000	75,000	225,000	225,000	-
Total for: Other Expenses	230,816	225,000	300,000	75,000	225,000	225,000	-
Total Expenses	11,255,050	\$ 14,244,600	\$ 14,529,500	\$ 284,900	\$ 15,210,070	\$ 17,450,000	\$ 2,239,930
LESS Depreciation	1,651,442	2,700,000	2,500,000	(200,000)	3,200,000	3,200,000	-
SURPLUS/(DEFICIT)	(1,852,981)	-	179,966	179,966	-	-	-

Budget Inputs - Vine Go

Public Transit Service Projections	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Service Hours	8,087	10,000	12,095	2,095	10,000	11,000	1,000
Revenue Hours	5,344	6,283	8,543	2,260	6,283	7,500	1,217
Service Miles	87,845	116,279	119,789	3,510	116,279	125,000	8,721
Revenue Miles	64,560	82,703	91,049	8,346	82,703	85,000	2,297
Ridership	6,344	6,847	13,048	6,201	6,847	8,000	1,153
Revenues							
Transportation Development Act	594,297	589,800	682,100	92,300	405,700	602,000	196,300
State Transit Assistance	156,900	100,000	-	(100,000)	300,000	200,000	(100,000)
Federal Funds- FTA	663,841	421,700	500,000	78,300	461,000	500,000	39,000
Interest	5,014	100	7,000	6,900	100	4,000	3,900
Farebox	40,492	4,700	45,000	40,300	6,500	50,000	43,500
Total Revenues	\$1,460,544	\$1,116,300	\$1,234,100	\$117,800	\$1,173,300	\$1,356,000	\$182,700
Expenses							
Accounting/Auditing Services	533	2,500	1,000	(1,500)	2,500	2,000	(500)
Information Technology Service	-	2,500	2,500	-	2,500	2,500	-
Purchased Transportation	637,154	801,000	1,010,000	209,000	842,800	1,110,000	267,200
Maintenance-Vehicles	9,156	25,000	20,000	(5,000)	25,000	25,000	-
Insurance - Premiums	26,639	55,000	55,000	-	55,000	55,000	-
Communications/Telephone	652	-	2,000	2,000	-	-	-
Advertising/Marketing	-	5,000	2,500	(2,500)	5,000	5,000	-
Printing & Binding	531	-	1,000	1,000	-	1,000	1,000
Office Supplies	-	-	100	100	-	500	500
Fuel	146,632	95,300	120,000	24,700	110,500	115,000	4,500
Depreciation Expense	57,182	120,000	65,000	(55,000)	120,000	120,000	-
Total for: Services and Supplies	914,665	1,106,300	1,279,100	172,800	1,163,300	1,436,000	272,700
Salary/Overhead Allocation	66,913	10,000	20,000	10,000	10,000	40,000	30,000
Total for: Other Expenses	66,913	10,000	20,000	10,000	10,000	40,000	30,000
Total Expenses	\$ 981,578	\$ 1,116,300	\$ 1,299,100	\$ 182,800	\$ 1,173,300	\$ 1,476,000	\$ 302,700
LESS Depreciation	120,000	120,000	65,000	(55,000)	120,000	120,000	-
SURPLUS/(DEFICIT)	478,966	-	-	-	-	-	-

Budget Inputs - American Canyon

Public Transit Service Projections	FY 2022 ACTUALS	FY 2022-23			FY 24		
		Approved Budget	FY 2022-23 Forecast	Difference	Approved Budget	FY24 Adjusted Budget	Difference
Service Hours	5,867	5,200	5,856	656	5,200	6,000	800
Revenue Hours	4,995	4,761	4,988	227	4,761	6,500	1,739
Service Miles	45,960	43,807	52,731	8,924	43,807	48,000	4,193
Revenue Miles	47,004	32,466	34,667	2,201	32,466	36,000	3,534
Ridership	29,439	13,805	19,382	5,577	13,805	16,000	2,195
Revenues							
Transportation Development Act	-	326,300	158,600	(167,700)	323,000	110,200	(212,800)
State Transit Assistance	-	80,000	-	(80,000)	80,000	80,000	-
Federal Funds- FTA	1,344,344	100,000	400,000	300,000	100,000	400,000	300,000
Interest	1,653	1,500	2,000	500	1,500	1,500	-
Farebox	-	8,300	4,000	(4,300)	8,300	8,300	-
Charges for Services-Amcan	9,619	50,000	45,000	(5,000)	80,700	50,000	(30,700)
Total Revenues	1,355,616	566,100	609,600	43,500	593,500	650,000	56,500
Expenses							
Accounting/Auditing Services		400	400	-	400	400	-
Information Technology Service	977	1,500	1,500	-	1,500	1,500	-
Purchased Transportation	459,267	420,100	490,000	69,900	441,800	500,000	58,200
Maintenance-Equipment	11,598	10,000	-	(10,000)	10,000	-	(10,000)
Maintenance-Software	-	18,000	25,000	7,000	18,000	25,000	7,000
Maintenance-Vehicles	-	-	-	-	-	12,100	12,100
Insurance - Premiums	19,405	25,000	25,000	-	25,000	30,000	5,000
Communications/Telephone	-	1,000	2,500	1,500	1,000	1,000	-
Printing & Binding	266	200	200	-	200	-	(200)
Fuel	22,078	35,900	30,000	(5,900)	41,600	45,000	3,400
Depreciation Expense	-	50,000	-	(50,000)	50,000	25,000	(25,000)
Total for: Services and Supplies	513,591	562,100	574,600	12,500	589,500	640,000	50,500
Salary/Overhead Allocation	20,814	4,000	35,000	31,000	4,000	35,000	31,000
Total for: Other Expenses	20,814	4,000	35,000	31,000	4,000	35,000	31,000
Total Expenses	\$ 534,405	\$ 566,100	\$ 609,600	\$ 43,500	\$ 593,500	\$ 675,000	\$ 81,500
LESS Depreciation	-	-	-	-	50,000	25,000	(25,000)
SURPLUS/(DEFICIT)	821,211	-	-	-	-	-	-

Budget Inputs - Yountville Bee

	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Public Transit Service Projections							
Service Hours	3,641	4,700	3,770	(930)	4,700	4,400	(300)
Revenue Hours	3,448	4,614	3,562	(1,052)	4,614	3,700	(914)
Service Miles	18,235	19,658	14,745	(4,913)	19,658	18,000	(1,658)
Revenue Miles	10,474	14,297	8,977	(5,320)	14,297	13,800	(497)
Ridership	4,494	5,697	4,326	(1,371)	5,697	5,697	-
Revenues							
Transportation Development Act	370,147	299,500	212,782	(86,718)	321,700	333,400	11,700
State Transit Assistance	150,000	75,000	100,000	25,000	75,000	-	(75,000)
Federal Funds- FTA	165,000	75,000	100,000	25,000	75,000	100,000	25,000
Interest	2,814	1,000	-	(1,000)	1,000	1,000	-
Farebox-Yountville	-	61,200	35,000	(26,200)	63,700	50,000	(13,700)
Total Revenues	\$699,384	\$511,700	\$447,782	-\$63,918	\$536,400	\$484,400	-\$52,000
Expenses							
Accounting/Auditing Services	\$0	400	-	(400)	400	400	-
Information Technology Service	-	1,500	-	(1,500)	1,500	-	(1,500)
Purchased Transportation	284,331	402,300	380,000	(22,300)	422,000	375,000	(47,000)
Maintenance-Equipment	11,598	15,000	-	(15,000)	15,000	-	(15,000)
Maintenance-Software	-	18,000	23,500	5,500	18,000	25,000	7,000
Maintenance-Vehicles	-	5,000	-	(5,000)	5,000	-	(5,000)
Insurance - Premiums	12,262	35,000	-	(35,000)	35,000	35,000	-
Advertising/Marketing	-	500	-	(500)	500	4,000	3,500
Printing & Binding	1,181	-	1,000	1,000	-	-	-
Fuel	7,371	30,000	2,500	(27,500)	35,000	10,000	(25,000)
Depreciation Expense	16,445	100,000	-	(100,000)	100,000	100,000	-
Total for: Services and Supplies	333,188	607,700	407,000	(200,700)	632,400	549,400	(83,000)
Salary/Overhead Allocation	13,573	4,000	35,000	31,000	4,000	35,000	31,000
Total for: Other Expenses	13,573	4,000	35,000	31,000	4,000	35,000	31,000
Total Expenditures	\$ 346,761	\$ 611,700	\$ 442,000	\$ (169,700)	\$ 636,400	\$ 584,400	\$ (52,000)
LESS Depreciation	16,445	100,000	-	(100,000)	100,000	100,000	-
SURPLUS/(DEFICIT)	369,068	-	5,782	5,782	-	-	-

Budget Inputs - St. Helena

	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Public Transit Service Projections							
Service Hours	3,650	4,300	3,400	(900)	4,300	4,300	-
Revenue Hours	3,304	4,126	3,720	(406)	4,126	4,126	-
Service Miles	24,417	27,000	25,600	(1,400)	4,681	4,681	-
Revenue Miles	12,094	90,737	13,100	(77,637)	15,730	15,730	-
Ridership	5,038	5,542	6,900	1,358	5,542	5,542	-
Revenues							
Transportation Development Act	340,000	212,500	256,361	43,861	228,600	317,600	89,000
State Transit Assistance	150,000	75,000	75,000	-	75,000	-	(75,000)
Federal Funds- FTA	165,000	121,900	150,000	28,100	121,900	125,000	3,100
Interest	2,731	800	-	(800)	800	800	-
Farebox	2,738	2,500	1,000	(1,500)	2,500	2,500	-
Farebox-St Helena	-	65,300	48,975	(16,325)	67,100	50,000	(17,100)
Total Revenues	\$660,469	\$478,000	\$531,336	\$ 53,336	\$495,900	\$495,900	\$0
Expenses							
Accounting/Auditing Services	-	400	-	(400)	400	400	-
Information Technology Service	1,129	1,500	-	(1,500)	1,500	1,500	-
Purchased Transportation	285,854	368,100	350,000	(18,100)	386,000	386,000	-
Maintenance-Equipment	11,597	15,000	-	(15,000)	15,000	-	(15,000)
Maintenance-Software	-	18,000	24,000	6,000	18,000	25,000	7,000
Maintenance-Vehicles	-	5,000	-	(5,000)	5,000	-	(5,000)
Insurance - Premiums	11,668	32,000	32,000	-	32,000	32,000	-
Advertising/Marketing	-	3,000	-	(3,000)	3,000	3,000	-
Printing & Binding	65	1,000	-	(1,000)	1,000	1,000	-
Fuel	19,184	30,000	20,000	(10,000)	30,000	12,000	(18,000)
Depreciation Expense	-	100,000	100,000	-	100,000	100,000	-
Total for: Services and Supplies	329,497	574,000	526,000	(48,000)	591,900	560,900	(31,000)
Salary/Overhead Allocation	14,666	4,000	35,000	31,000	4,000	35,000	31,000
Total for: Other Expenses	14,666	4,000	35,000	31,000	4,000	35,000	31,000
Total Expenditures	\$ 344,163	\$ 578,000	\$ 561,000	\$ (17,000)	\$ 595,900	\$ 595,900	\$ -
LESS Depreciation	-	100,000	100,000	-	100,000	100,000	-
SURPLUS/(DEFICIT)	316,306	-	70,336	70,336	-	-	-

Budget Inputs - Calistoga

Public Transit Service Projections	FY 2022 ACTUALS	FY 2022-23 Approved Budget	FY 2022-23 Forecast	Difference	FY 24 Approved Budget	FY24 Adjusted Budget	Difference
Service Hours	5,079	5,400	5,000	(400)	5,400	5,500	100
Revenue Hours	4,491	4,775	4,400	(375)	4,755	4,900	145
Service Miles	51,235	54,473	55,800	1,327	44,863	56,000	11,137
Revenue Miles	28,345	30,136	30,900	764	25,129	27,000	1,871
Ridership	13,386	13,860	14,000	140	18,901	19,800	899
Revenues							
Transportation Development Act	360,720	156,700	232,488	75,788	308,700	381,000	72,300
State Transit Assistance	230,000	80,000	80,000	-	80,000	-	(80,000)
Federal Funds- FTA	198,909	80,000	150,000	70,000	80,000	150,000	70,000
Interest	3,418	1,000	3,500	2,500	1,000	2,000	1,000
Farebox	4,627	3,500	2,500	(1,000)	3,500	2,000	(1,500)
Farebox-Calistoga	45,000	65,000	65,000	-	65,000	65,000	-
Total Revenues	\$842,674	\$386,200	\$533,488	\$147,288	\$538,200	\$600,000	\$61,800
Expenses							
Accounting/Auditing Services	-	400	100	(300)	400	200	(200)
Information Technology Service	-	1,500	-	(1,500)	1,500	1,500	-
Purchased Transportation	396,904	297,000	415,000	118,000	444,000	461,300	17,300
Maintenance-Equipment	-	5,000	-	(5,000)	5,000	5,000	-
Maintenance-Software	-	18,000	18,000	-	18,000	20,000	2,000
Maintenance-Vehicles	11,598	10,000	10,000	-	10,000	10,000	-
Insurance - Premiums	15,830	15,000	20,000	5,000	15,000	20,000	5,000
Communications/Telephone	-	300	1,000	700	300	1,000	700
Advertising/Marketing	-	-	5,000	5,000	-	5,000	5,000
Printing & Binding	3,843	5,000	2,000	(3,000)	5,000	5,000	-
Office Supplies	1,094	-	-	-	-	1,000	1,000
Fuel	23,682	30,000	30,000	-	35,000	35,000	-
Total for: Services and Supplies	452,951	382,200	501,100	118,900	534,200	565,000	30,800
Salary/Overhead Allocation	32,470	4,000	30,000	26,000	4,000	35,000	31,000
Total for: Other Expenses	32,470	4,000	30,000	26,000	4,000	35,000	31,000
Total Expenditures	\$ 485,421	\$ 386,200	\$ 531,100	\$ 144,900	\$ 538,200	\$ 600,000	\$ 61,800
LESS Depreciation		-	-	-	-	-	-
SURPLUS/(DEFICIT)	357,253	-	2,388	2,388	-	-	-

****Special Meeting****

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVRTA Board of Directors

Wednesday, May 17, 2023

9:00 AM

1. Call to Order

Chair Alessio called the meeting to order at 9:05am.

2. Pledge of Allegiance

Vice Chair Joseph recited the Pledge of Allegiance.

3. Consideration and Approval of Board Member Requests for Remote Participation

None

4. Roll Call

Leon Garcia
Alfredo Pedroza
Paul Dohring
Mark Joseph
Liz Alessio
Scott Sedgley
Eric Knight
Margie Mohler
Donald Williams
Ryan Gregory
Anna Chouteau
Absent:
Kevin Eisenberg

5. Adoption of the Agenda

Motion MOVED by GARCIA, SECONDED by JOSEPH to APPROVE Item 5. Adoption of the Agenda. Motion passed unanimously.

Aye: 22 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Gregory, and Chouteau

Absent: 1 - Eisenberg

6. Public Comment

None

****Special Meeting****

7. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update

Director Garcia reported upcoming OBAG Meeting on May 18.

Director Pedroza reported on recent MTC activities.

8. Executive Director's Update

Director Miller reported:

- Staff Acknowledgment
- Bike to Wherever Day May 18 activities
- SR 37 Closure May 19-20
- Traffic Safety Survey open until June 1
- Climate Action Now Summit May 24
- NVTA staff tabling at upcoming events
- Extended transit service hours for Bottlerock

9. CONSENT AGENDA ITEMS

Motion **MOVED** by PEDROZA, **SECONDED** by JOSEPH to **APPROVE** Consent Items 9.1-9.9.
Motion passed unanimously.

Aye: 22 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Gregory, and Chouteau

Absent: 1 - Eisenberg

9.1 Meeting Minutes of April 19, 2023 (Laura Sanderlin) (Pages 9-12)

Attachments: [Draft Minutes](#)

9.2 Paratransit Coordinating Council (PCC) Member Appointment to the Napa Valley Transportation Authority (NVTA) Board of Directors (Laura Sanderlin) (Pages 13-15)

Attachments: [Staff Report](#)

9.3 Reclassification of the Marketing and Information Specialist (Laura Sanderlin) (Pages 16-22)

Attachments: [Staff Report](#)

9.4 Resolution 23-08, Revised, Authorizing the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) (Antonio Onorato) (Pages 23-28)

Attachments: [Staff Report](#)

9.5 Federal and State Legislative Update (Kate Miller) (Pages 29-55)

Attachments: [Staff Report](#)

****Special Meeting****

9.6 Overall Work Program (OWP) for Fiscal Year 2022-23 and Fiscal Year 2023-24 (Antonio Onorato) (Pages 56-125)

Attachments: [Staff Report](#)

9.7 Project Work Order No. PWO-04 to NVTA Agreement No. 21-32 with Michael Baker International for Work Associated with the Napa Valley Countywide Transportation Plan (CTP) Performance Metrics Update (Alberto Esqueda) (Pages 126-135)

Attachments: [Staff Report](#)

9.8 Resolution No. 23-16 and No. 23-17, Regional Measure 3 (RM3) State Route 29 and North Bay Transit Programs Allocation Letter of No Prejudice (LONP) Funds for the Soscol Junction Project and the Vine Bus Maintenance Facility (Antonio Onorato) (Pages 136-146)

Attachments: [Staff Report](#)

9.9 Amendment to Engineering Design, Environmental & Construction Document Services for the Vine Trail - Calistoga to St. Helena Project (Grant Bailey) (Pages 147-152)

Attachments: [Staff Report](#)

10. BOARD RETREAT

10.1 Presentation on Proposals for Reviving the Vine Transit System by NVTA Staff and Update on Regional Transit Efforts by Alix Bockelman, MTC Deputy Executive Director of Policy

Information Only/No Action Taken

NVTA staff reported on the following:

- Overview of Vine and its History
- What Changed During Covid
- Vine Financial Outlook and Regional Transit Update
- What can we do differently
- Accessible Transportation Needs Assessment

Public comment made by Napa resident, Ellen Sweigert and Molly's Angels Executive Director, Devereaux Smith.

10.2 Site Visit of the Vine Transit Maintenance Facility located at 96 Sheehy Court, Napa, CA 94558

Information only. Meeting will transition to 96 Sheehy Court, Napa CA for a site tour of the Vine Transit Maintenance Facility, accordingly, this portion of the meeting will not be broadcast or accessible via Zoom.

Information Only/No Action Taken

{Board of Directors departed the Boardroom to visit off site facility}

****Special Meeting****

11. FUTURE AGENDA ITEMS

None

12. ADJOURNMENT

Meeting will be adjourned from 96 Sheehy Court, Napa California, 94558.

Chair Alessio adjourned the meeting at 1:45pm.

12.1 The next Regular Meeting is June 21, 2023.

Laura M. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Annual Approval of Chair and Vice Chair

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Chair Liz Alessio and Vice Chair Mark Joseph to serve the second year of their two-year term.

EXECUTIVE SUMMARY

NVTA bylaws require an annual vote of approval from the Board for the Chair and Vice Chair to serve the second of their two-year term. The two-year term for Chair Alessio and Vice Chair Joseph began in July 2022. Board approval would allow the Chair and Vice Chair to continue serving through June 2024.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Annual Approval of Chair and Vice Chair

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve for Chair Liz Alessio and Vice Chair Mark Joseph to serve the second year of their two-year term.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA bylaws require an election of Chair and Vice Chair at the annual meeting. The annual meeting is held in July of each year. The Chair and Vice Chair hold office for two years or until their successors have been appointed. The policy requires an annual vote of approval.

The two-year term for Chair and Vice Chair began in July 2022. Board approval would allow Chair Alessio and Vice Chair Joseph to continue serving through June 2024.

ALTERNATIVES

The Board could decide not to approve for Chair Alessio and Vice Chair Joseph to complete the second of their two-year term which would leave the positions until a new Chair and Vice Chair are appointed.

ATTACHMENT(S)

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Fiscal Year 2023-24 Salary Ranges for Napa Valley Transportation Authority (NVTA) Job Classifications

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 23-19 adopting the FY 2023-24 Salary Ranges for NVTA Job Classifications.

EXECUTIVE SUMMARY

At the February 19, 2014, meeting, the Board approved a revision to Section 2.10 Performance Evaluation of the NVTA Policies, Practices, and Procedures Personnel Policies which established that pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI), whichever is greater. Today's action updates the ranges for the upcoming fiscal year.

FISCAL IMPACT

Is there a Fiscal Impact? No, not for this action. Only the salary ranges will be adjusted, not employee salaries. Individual employee salary increases are based on employee performance.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633/ Email: lsanderlin@nvta.ca.gov
SUBJECT: Fiscal Year 2023-24 Salary Ranges for Napa Valley Transportation Authority (NVTA) Job Classifications

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 23-19 (Attachment 1) approving the Fiscal Year (FY) 2023-24 Salary Ranges for NVTA Job Classifications.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Section 2.10 Performance Evaluation of the NVTA Policies, Practices, and Procedures Personnel Policies states that pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) whichever is greater.

For FY 2022-23, the Board approved Resolution 22-18 adopting salary ranges based on both Bay Area CPI and findings from a compensation study prepared by staff. The bottom range of each classification was adjusted by 4.2% (Bay Area CPI).

For FY 2023-24, the proposed salary ranges in Resolution 23-19 (Attachment 1) are based on the Bay Area CPI. The average increase for the County of Napa (7%), Sonoma County Transportation Authority (2.5%) and Solano Transportation Authority (3%) equaled 4.17% whereas the CPI was 4.9%.

ALTERNATIVES

The Board could decide not to approve the annual proposed salary ranges based on the Bay Area CPI. However, certain employees would be working “out of class” as their merit increases would place their salaries above the outdated ranges.

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable.

ATTACHMENTS

- (1) Resolution 23-19 FY 2023-24 Proposed Salary Ranges
- (2) Resolution 22-18 FY 2022-23 Salary Ranges

RESOLUTION No 23-19

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
APPROVING FISCAL YEAR (FY) 2023-24 SALARY RANGES FOR
NVTA JOB CLASSIFICATIONS**

WHEREAS, the NVTA policy establishes and maintains a general compensation and classification structure for NVTA employees that is externally competitive and internally aligned; and

WHEREAS, the compensation plan, including salary ranges, are reviewed and updated regularly based on marketplace survey data, internal relationships, and NVTA financial constraints; and

WHEREAS, on October 19, 2011, the Board approved Resolution No. 11-25 establishing compensation ranges for NVTA job classifications; and

WHEREAS, on February 19, 2014, the Board revised Section 2.10 Performance Evaluation of the NVTA Policies, Practices, and Procedures Personnel policies which established that pay grade ranges will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater; and

WHEREAS, the average increase in the 2022 indexes for the County of Napa (7%), Sonoma County Transportation Authority (2.5%) and Solano Transportation Authority (3%) equals 4.17%, and the Bay Area CPI Index ending December 2022 is 4.9%.

///

///

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa Valley Transportation Authority that the FY 2023-24 Salary Ranges for NVTA Job Classifications in Exhibit A, which reflects a 4.9% increase to the minimum and maximum ranges based on the Bay Area CPI Index ending December 2022.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on June 21, 2023 by the following vote:

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

EXHIBIT “A”

FY 2023-24 Job Title	Monthly Salary Range	
	Minimum	Maximum
Executive Director	Separate Contract	
Director - Administration, Finance and Policy	\$12,621	\$16,333
Director - Capital Development and Planning	\$12,621	\$16,333
Program Manager – Engineering and Projects*	\$12,621	\$16,333
Program Manager - Public Transit	\$9,585	\$13,497
Principal Program Planner/Administrator	\$9,585	\$13,497
Senior Program Planner/Administrator	\$8,712	\$11,680
Associate Program Planner/Administrator	\$7,616	\$9,733
Assistant Program Planner/Administrator	\$6,587	\$8,243
Transportation Program Planner and Policy Analyst	\$6,587	\$10,750
Information and Marketing Specialist	\$7,617	\$10,750
Senior Accountant	\$7,617	\$10,290
Accounting Technician	\$6,288	\$8,019
Senior Administrative Technician	\$6,288	\$8,019
Administration Technician (Office Coordinator)	\$5,468	\$6,970

- In addition to the approved salary range, a hiring incentive payment of up to \$20,000 structured as incremental payments over a one-year period may be paid as salary.



RESOLUTION No 22-18

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
APPROVING FISCAL YEAR (FY) 2022-23 SALARY RANGES FOR
NVTA JOB CLASSIFICATIONS**

WHEREAS, the NVTA policy is to establish and maintain a general compensation and classification structure for NVTA employees that is externally competitive and internally aligned; and

WHEREAS, the compensation plan, including salary ranges, are reviewed and updated regularly based on marketplace survey data, internal relationships, and NVTA financial constraints; and

WHEREAS, on October 19, 2011, the Board approved Resolution No. 11-25 establishing compensation ranges for NVTA job classifications; and

WHEREAS, on February 19, 2014, the Board revised Section 2.10 Performance Evaluation of the NVTA Policies, Practices, and Procedures Personnel policies which established that pay grade ranges will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater; and

WHEREAS, the average increase in the 2021 indexes for the County of Napa (4%), Sonoma County Transportation Authority (0%) and Solano Transportation Authority (1.2%) equals 1.7%, and the Bay Area CPI Index ending December 2021 is 4.2%.

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NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa Valley Transportation Authority that the FY 2022-23 Salary Ranges for NVTA Job Classifications in Exhibit A, which reflects a 4.2% increase to the minimum and maximum ranges based on the Bay Area CPI Index ending December 2021.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on June 15, 2022 by the following vote:



Alfredo Pedroza, NVTA Chair

Ayes: Garcia (2), Joseph (2),
Kraus (1), Alessio (5),
Sedgley (5), Ramos (2),
Dohring (1), Ellsworth (1),
Tagliaboschi (1), Dunbar (1)

Nays: None

Absent: Canning, Pedroza

ATTEST:



Laura Sanderlin, NVTA Board Secretary

APPROVED:



Osman Mufti, NVTA Legal Counsel

EXHIBIT "A"

FY 2022-23 Job Title	Monthly Salary Range	
	Minimum	Maximum
Executive Director	Separate Contract	
Director - Administration, Finance and Policy	\$12,031	\$15,570
Director - Capital Development and Planning	\$12,031	\$15,570
Program Manager – Engineering and Projects*	\$12,031	\$15,570
Program Manager - Public Transit	\$9,137	\$12,867
Principal Program Planner/Administrator	\$9,137	\$12,867
Senior Program Planner/Administrator	\$8,305	\$11,134
Associate Program Planner/Administrator	\$7,261	\$9,279
Assistant Program Planner/Administrator	\$6,280	\$7,858
Transportation Program Planner and Policy Analyst	\$6,280	\$10,248
Information and Marketing Specialist	\$7,261	\$10,248
Senior Financial Analyst	\$7,261	\$9,809
Accounting Technician	\$5,994	\$7,644
Senior Administrative Technician	\$5,994	\$7,644
Administration Technician (Office Coordinator)	\$5,213	\$6,644

- In addition to the approved salary range, a hiring incentive payment of up to \$20,000 structured as incremental payments over a one-year period may be paid as salary.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Citizen Advisory Committee (CAC) Member Appointments

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Aisha Nasir and Michael Baldini to the Citizen Advisory Committee for renewal of a two (2) year term.

EXECUTIVE SUMMARY

Board action would re-appoint two members to serve on the CAC for a two-year term. The CAC was formed by NVTA to replace a number of ad hoc committees that were convened to advise the NVTA Board and NVTA staff on specific modes, projects, and programs. The CAC make-up is intended to ensure representation from all aspects of the communities in Napa Valley and to retain members to foster expertise and institutional knowledge about projects and programs.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary (707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Citizen Advisory Committee (CAC) Member Appointments

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointments of Aisha Nasir and Michael Baldini to the Citizen Advisory Committee for renewal of a two (2) year term

COMMITTEE RECOMMENDATION

None

BACKGROUND

The CAC by-laws approved by the NVTA Board state that the committee structure and representation should strive to represent a diverse cross-section of the community including members of underrepresented groups in Napa Valley.

The CAC has 19 members and 7 of those seats are currently vacant. NVTA staff is actively recruiting to fill vacant positions. These include members representing the City of St. Helena, the City of Calistoga, Agriculture, Hospitality, Vintner, Paratransit and Active Transportation.

City/Town/County members will be appointed by their respective Councils or Board of Supervisors whichever is applicable before being approved by the NVTA Board. If representation of a certain faction or jurisdiction cannot be filled after solicitation for that position, the vacancy may be filled with a member at-large.

ALTERNATIVES

The Board could decide not to approve the reappointments and the positions would become vacant.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

The CAC is comprised of members from the community representing various interests in Napa Valley. The purpose of the CAC is to advise the NVTA Board on projects and programs.

ATTACHMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

SUBJECT

Purchase Order 23-P3011 with Transit Solutions LLC Video to acquire Video Surveillance Hardware for Vine vehicles

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Purchase Order 23-P3011 (Attachment 1) with Transportation Solutions LLC (TSI) to upgrade Video Surveillance Hardware for an amount not to exceed \$425,000.

EXECUTIVE SUMMARY

NVTA's existing video surveillance hardware (interior and exterior cameras, video recorder, microphones and cabling) was installed in 2015 by TSI Video as part of a larger Computer-Aided Dispatch and Automated Vehicle Location (CAD/AVL) system. NVTA replaced its CAD/AVL system in 2022 but left intact the 2015 video surveillance hardware. Starting in 2019, when new vehicles were purchased, updated Nexus video surveillance hardware was installed. It is now time to upgrade all video surveillance hardware in the existing fleet as the 2015 system is no longer compatible with the upgraded Nexus system.

FISCAL IMPACT

Yes, up to \$425,000, for seventeen 40 ft buses, thirteen - 35 ft buses and twenty-five paratransit vehicles.

\$100,000 Federal Transportation Improvement Program Funds
\$325,000 Transportation Development Act Funds



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8327 / Email: rschenck@nvta.ca.gov
SUBJECT: Purchase Order 23-P3011 with Transit Solutions LLC to acquire Video Surveillance Hardware for Vine vehicles

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Purchase Order 23-P3011 (Attachment 1) with Transit Solutions LLC (TSI) to upgrade Video Surveillance Hardware for an amount not to exceed \$425,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Prior to 2015, NVTA did not have video surveillance hardware on its buses. TSI was a subcontractor to Avail Technologies as part of a larger Computer-Aided Dispatch and Automated Vehicle Location (CAD/AVL) system contract. NVTA has since upgraded its CAD/AVL system but did not replace on existing buses. Camera systems on buses purchased within the last two years are cloud based allowing staff to view camera data immediately online. The old system requires that staff pull hard drives from cameras when an incident occurs, which is timely and not effective for urgent issues. The old cameras are also obsolete and no longer available for purchase. The new contract with TSI will upgrade all the bus surveillance equipment to be cloud-based.

ALTERNATIVES

The Board could decide not to approve Purchase Order 23-P3011 and then NVTA will no longer have video surveillance on the buses as the existing video surveillance hardware is no longer manufactured or supported.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 2 – Improve system safety to support all modes and serve all users.

This new video surveillance hardware will enable NVTa to continue to see and hear all driver and customer interactions and get an objective view of any incidents that occur inside or outside of the bus.

ATTACHMENT

(1) Purchase Order 23-P3011

DRAFT



Purchase Order

Napa Valley
Transportation
Authority (NVRTA)
625 Burnell Street,
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8636
Web: nvta.ca.gov

VENDOR

TRANSIT SOLUTIONS, LLC
525 W. NEW CASTLE STREET
ZELIENOPE, PA 16063
POC: Troy Whitesel
T 570.850.8769
E troy.whitesel@tsivideo.com

Purchase Order #: 23-P3011
Date: 06/01/2023
Vendor ID: 41793

Bill To:

Napa Valley Transportation Authority
(NVRTA)
Accounts Payable / **ap@nvta.ca.gov**
625 Burnell Street
Napa, CA 94559

Ship To:

NVRTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Manager- Public Transit
T 707.259.8636 | E **rschenck@nvta.ca.gov**

Requested	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	4-6 WKS ARO	GROUND	ORIGIN	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: VINE TRANSIT-BUS SURVEILLANCE REPLACEMENT HARDWARE				
			VIDEO SURVEILLANCE CAMERAS, SYSTEM INCLS.				\$379,571.00
			ALL HARDWARE, MATERIALS, AND INSTALLATION of 55 EA VINE TRANSIT VEHICLES (see schedule)				
			NEXVIEW PRO FLEETWIDE LICENSE (2 YEARS)				\$ 13,750.00
						Subtotal	\$393,321.00
						TAX (est)	\$ 29,416.75
						Ship Fee	\$ excl
						Other	\$ n/a
						TOTAL	\$422,737.75

NOTICE OF INCLUDED TERMS AND CONDITIONS

- Federal Clauses
- as per Quote # NV05092023 dtd 05/09/2023-Whitesel

CONTINUED ON PAGE 2 OF 15

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.)

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

Name and Title
(Signature of person authorized to sign)

DATE

KATE MILLER, Executive Director DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: FedTIP/TDA

CONTINUATION SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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TSI NEXUS Video Surveillance Hardware System,
to include all cameras, recorders, material, supplies,
and installation on:

01	17	EA	40' Bus, equipped with NVTA provided DIGI router; vehicle hardware and cost breakdown:	\$ 7,021.00	\$119,357.00
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TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY/ BUS
NEX-NVR-V	TSI Nexus-HVR Hybrid Video Recorder	\$ 2,050.00	1
SSD-NEX-4TB	TSI Nexus-HVR 4TB SSD (with failover capability)	\$ 980.00	1
NEX-PWR-DIS-005	TSI Nexus NVR Power Distribution Harness	\$ 50.00	1
TSIP-17	TSI 3 Megapixel Slim Line IR Wedge IP Camera - With Microphone	\$ 218.00	6
BRK-UNIV-MNT	TSI Universal Front Camera Mount	\$ 125.00	1
TSIP-18-3.6	TSI 3 Megapixel Slim Line IR Wedge IP Camera - External Side Views - 3.6mm	\$ 223.00	2
ACC-00005-V1	TSI Event Button.	\$ 42.00	1
ACC-00002	TSI LED Status Display For Nexus-HVR	\$ 90.00	1
CBL-EVENT-25	TSI 25' Event Button Cable	\$ 11.00	1
CBL-NET-5	TSI CAT5e 5' Ethernet Patch Cable With Secure Lock Mechanism (DVR to AP)	\$ 11.00	1
CBL-NET-15	TSI CAT5e 15' Ethernet Patch Cable With Secure Lock Mechanism	\$ 14.00	2
CBL-NET-20	TSI CAT5e 20' Ethernet Patch Cable With Secure Lock Mechanism	\$ 15.00	2
CBL-NET-25	TSI CAT5e 25' Ethernet Patch Cable With Secure Lock Mechanism	\$ 18.00	2
CBL-NET-30	TSI CAT5e 30' Ethernet Patch Cable With Secure Lock Mechanism	\$ 20.00	2
CBL-NET-40	40' Ethernet Patch Cable With Secure Lock Mechanism	\$ 24.00	1
LBR-INST	Installation Services (Based on a minimum of 50 vehicles in one trip)	\$ 1,750.00	1

02	13	EA	35' Bus, equipped with NVTA provided DIGI router; vehicle hardware and cost breakdown:	\$ 6,997.00	\$ 90,961.00
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TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY/ BUS
NEX-NVR-V	TSI Nexus-HVR Hybrid Video Recorder	\$ 2,050.00	1
SSD-NEX-4TB	TSI Nexus-HVR 4TB SSD (with failover capability)	\$ 980.00	1
NEX-PWR-DIS-005	TSI Nexus NVR Power Distribution Harness	\$ 50.00	1
TSIP-17	TSI 3 Megapixel Slim Line IR Wedge IP Camera - With Microphone	\$ 218.00	6
BRK-UNIV-MNT	TSI Universal Front Camera Mount	\$ 125.00	1
TSIP-18-3.6	TSI 3 Megapixel Slim Line IR Wedge IP Camera - External Side Views - 3.6mm	\$ 223.00	2
ACC-00005-V1	TSI Event Button.	\$ 42.00	1
ACC-00002	TSI LED Status Display For Nexus-HVR	\$ 90.00	1
CBL-EVENT-25	TSI 25' Event Button Cable	\$ 11.00	1
CBL-NET-5	TSI CAT5e 5' Ethernet Patch Cable With Secure Lock Mechanism (DVR to AP)	\$ 11.00	1
CBL-NET-15	TSI CAT5e 15' Ethernet Patch Cable With Secure Lock Mechanism	\$ 14.00	2
CBL-NET-20	TSI CAT5e 20' Ethernet Patch Cable With Secure Lock Mechanism	\$ 15.00	2
CBL-NET-25	TSI CAT5e 25' Ethernet Patch Cable With Secure Lock Mechanism	\$ 18.00	2
CBL-NET-30	TSI CAT5e 30' Ethernet Patch Cable With Secure Lock Mechanism	\$ 20.00	2
LBR-INST	Installation Services (Based on a minimum of 50 vehicles in one trip)	\$ 1,750.00	1

CONTINUATION SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
03	4	EA	Paratransit Vehicle, equipped with NVTA provided DIGI router; vehicle hardware and cost breakdown:	\$ 6,125.00	\$ 24,500.00

TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY/ BUS
NEX-NVR-V	TSI Nexus-HVR Hybrid Video Recorder	\$ 2,050.00	1
ENC-NVR	TSI Nexus-NVR Cover	\$ 150.00	1
SSD-NEX-4TB	TSI Nexus-HVR 4TB SSD (with failover capability)	\$ 980.00	1
NEX-PWR-DIS-005	TSI Nexus NVR Power Distribution Harness	\$ 50.00	1
TSIP-17	TSI 3 Megapixel Slim Line IR Wedge IP Camera - With Microphone	\$ 218.00	3
BRK-UNIV-MNT	TSI Universal Front Camera Mount	\$ 125.00	1
TSIP-18-3.6	TSI 3 Megapixel Slim Line IR Wedge IP Camera - External Side Views - 3.6mm	\$ 223.00	2
ACC-00005-V1	TSI Event Button.	\$ 42.00	1
ACC-00002	TSI LED Status Display For Nexus-HVR	\$ 90.00	1
CBL-EVENT-25	TSI 25' Event Button Cable	\$ 11.00	1
CBL-NET-5	TSI CAT5e 5' Ethernet Patch Cable With Secure Lock Mechanism (DVR to AP)	\$ 11.00	1
CBL-NET-15	TSI CAT5e 15' Ethernet Patch Cable With Secure Lock Mechanism	\$ 14.00	2
CBL-NET-20	TSI CAT5e 20' Ethernet Patch Cable With Secure Lock Mechanism	\$ 15.00	2
CBL-NET-25	TSI CAT5e 25' Ethernet Patch Cable With Secure Lock Mechanism	\$ 18.00	1
CBL-NET-30	TSI CAT5e 30' Ethernet Patch Cable With Secure Lock Mechanism	\$ 20.00	1
LBR-INST	Installation Services (Based on a minimum of 50 vehicles in one trip)	\$ 1,420.00	1

04	21	EA	Paratransit Vehicle, with TSI provided wireless AP's; vehicle hardware and cost breakdown:	\$ 6,983.00	\$144,753.00
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TSI PART NUMBER	DESCRIPTION	UNIT PRICE	QTY/ BUS
NEX-NVR-V	TSI Nexus-HVR Hybrid Video Recorder	\$ 2,050.00	1
ENC-NVR	TSI Nexus-NVR Cover	\$ 150.00	1
SSD-NEX-4TB	TSI Nexus-HVR 4TB SSD (with failover capability)	\$ 980.00	1
NEX-PWR-DIS-005	TSI Nexus NVR Power Distribution Harness	\$ 50.00	1
TSIP-17	TSI 3 Megapixel Slim Line IR Wedge IP Camera - With Microphone	\$ 218.00	3
BRK-UNIV-MNT	TSI Universal Front Camera Mount	\$ 125.00	1
TSIP-18-3.6	TSI 3 Megapixel Slim Line IR Wedge IP Camera - External Side Views - 3.6mm	\$ 223.00	2
ACC-00005-V1	TSI Event Button.	\$ 42.00	1
ACC-03-RJ45	TSI Garmin GPS Receiver.	\$ 138.00	1
ACC-00002	TSI LED Status Display For Nexus-HVR	\$ 90.00	1
WLS-601	TSI 802.11ac Wireless Access Point	\$ 400.00	1
WLS-402	TSI 802.11ac mobile antenna with dual leads (NexGen) w/ 22' antenna cable leads	\$ 206.00	1
WLS-601-BRK	TSI 802.11ac AP Bracket.	\$ 24.00	1
CBL-EVENT-25	TSI 25' Event Button Cable	\$ 11.00	1
CBL-NET-5	TSI CAT5e 5' Ethernet Patch Cable With Secure Lock Mechanism (DVR to AP)	\$ 11.00	1
CBL-NET-15	TSI CAT5e 15' Ethernet Patch Cable With Secure Lock Mechanism	\$ 14.00	2
CBL-NET-20	TSI CAT5e 20' Ethernet Patch Cable With Secure Lock Mechanism	\$ 15.00	2
CBL-NET-25	TSI CAT5e 25' Ethernet Patch Cable With Secure Lock Mechanism	\$ 18.00	1
CBL-NET-30	TSI CAT5e 30' Ethernet Patch Cable With Secure Lock Mechanism	\$ 20.00	1
LBR-INST	Installation Services (Based on a minimum of 50 vehicles in one trip)	\$ 1,420.00	1

CONTINUATION SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
05	1	EA	NEXVIEW Pro Fleetwood License - 2 Years	\$13,750.00	\$ 13,750.00
				SUBTOTAL	\$393,321.00
				TAX (estimate)	\$ 29,416.75
				SHIP FEE	\$ excluded
				OTHER	\$ n/a
				TOTAL	\$422,737.75

WARRANTY: Gold Level - 2 Years (equipment, installation, software)

NVTA Point of Contact: Rebecca Schenck, Manager - Public Transit
rschenck@nvta.ca.gov | 707.259.8636

//// CONTINUED on page 5 of 15 ////

HARDWARE AND SOFTWARE INFORMATION



TSIP - 17 (Interior) & TSIP - 18 (Exterior) ×

TSI's Slim Line IR Wedge IP Cameras give you the amazing video quality of an IP camera in an extremely low-profile and vandal resistant enclosure, specifically designed for mobile use. This 3.0 Megapixel camera provides superior image quality over that available in a standard analog camera or lower resolution HD cameras. With a resolution of up to 2065 x 1565, the TSI Slim Line IR Wedge IP Camera provides your transit agency with the ability to produce true 1080p HD video and more.

The TSI Interior Slim – Line IR wedge camera fully meets the requirement for “HD” video and provides excellent video quality in both day and night conditions. The IR can be turned off if not needed allowing *transit agencies* to better manage spare equipment inventory.

Key features of the TSI IP cameras include:

- **Up to 3.0 Megapixel resolution (>1080p). The camera can be configured to lower resolutions as well, including 1080p, 720p and even VGA.**
- **Integrated Audio**
- **Integrated IR illumination for 0.0 lux capability**

Each interior TSI IP camera is equipped with an internal microphone for audio capabilities, however, cameras can be configured during setup to turn-off audio capabilities if desired. A typical setup would provide recording on all interior cameras (up to 32) with the ability to turn off audio on specific cameras when reviewing video. This method allows users to “zero-in” on a conversation.

TSI Exterior Cameras utilize the same low-profile design as our interior cameras and are IP67 rated. (*Note: exterior cameras do not have a microphone.)



Nexus – Hybrid Video Recorder (HVR) ×

TSI's industry leading Nexus-HVR mobile hybrid video recorder supports up to 32 channels of HD (IP) video, or up to 12 analog camera inputs, or any related combination of HD and analog. Additionally, *Nexus-HVR* supports up to 8 channels of audio with analog cameras, or 32 channels of audio for HD (IP) cameras. Utilizing an “Open-Architecture” design TSI HVR can interface to virtually any camera in the industry today. The Nexus-HVR is a great option for customers who would like to upgrade their onboard video solution but may not want to invest in a full retrofit of hardware.

Beyond video and audio, the *Nexus-HVR* serves as a central hub for the collection of metadata such as GPS latitude/longitude/speed, up to 12 discrete inputs, accelerometer (G-Force) readings, and optional interfaces to other on-board systems. All data is stored on an integrated removable dual disk drive, with up to 16TB's of solid-state storage if needed. *Security measures include a keyed on/off switch and locking hard drive to prevent tampering.*

The *Nexus-HVR* also supports a full suite of wireless viewing and download/upload capabilities over any type of IP-based wireless network. When integrated with TSI's *NexView* software, the *Nexus-HVR* is the mobile solution of choice for the discerning transit agency.

NexView

User-friendly and feature-rich, the SI NexView provides users with all the tools they need in a single software platform.



TSI NexView provides...

- ✓ Automatic wireless upload (from the vehicle to the fixed end) of video, audio, and discrete event data associated with a tagged event.
- ✓ Automatic wireless upload of all system health check data such as hard drive errors, cameras outages, temperature issues, etc.
- ✓ Ability to schedule a request for data upload based on bus identification and a date/time range.
- ✓ Live wireless viewing while the bus is within wireless range. WIFI or Cellular

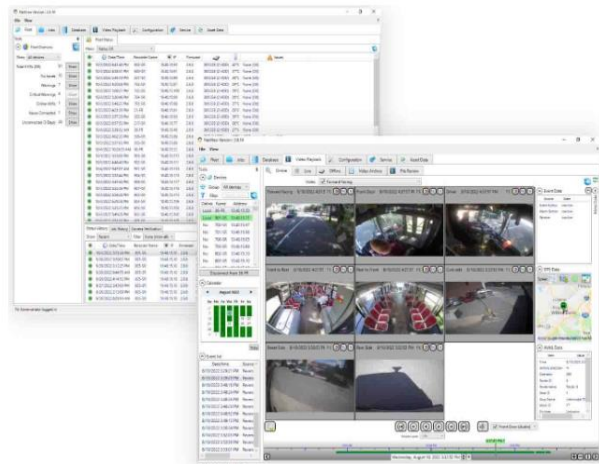
GET A QUOTE

NexView

The TSI *NexView* software is a sophisticated client/server software suite that runs on any standard MS Windows 7 or later workstation or laptop, and any MS Windows Server 2008 or later server. *Customers* use TSI's *NexView* software for reviewing video, audio, and related data; configuring *Nexus - NVR* systems; as well as performing all fleet management, video query and diagnostic functions.

NexView manages user rights either using an internal user permission structure maintained in the database, or associates with Active Directory and can assign roles based on the user's groups. Within the software, specific users (or associated group if active directory is used) are granted permissions based on that user's (or group's) assignment by the system administrator.

GET A QUOTE



1. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the NVTA Executive Director or a designated representative and CONTRACTOR. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

2. TERMINATION

Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement, and may be cause for termination of the Agreement. (49 USC 5323 Sec 11)

3. RETENTION OF RECORDS

Contractor agrees to keep, in accordance with generally accepted accounting principles, all records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NVTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (49 USC 5323)

4. AUDITS

Contractor agrees to grant NVTA or any agency that provides NVTA with funds for the Project, including but not limited to, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, and their authorized representatives access to Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (49 USC 5323 (g))

Contractor further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that NVTA, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49

U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment.

Further Contractor agrees to follow regulations as set forth under 41 CFR Part 60-1.4 (b) that

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE project goal of 0 percent has been established for this project. NVTA has an overall established DBE goal of 2.6 percent. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

The contractor, subrecipient, 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.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NVTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the NVTA. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the terms of this provision may result in any or all of the following actions including but not limited to:

1. A finding of material breach of contract

2. Suspension of payment of invoices

3. Bringing to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Forms 1 and 2 should be provided as part of the solicitation documents.

8. VETERANS PREFERENCE

As required under 49 U.S.C. § 5325(k) Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

In the event that this project is funded by FTA in whole or in part, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. 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. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NVTA requests which would cause NVTA to be in violation of the FTA terms and conditions.

10. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Contractor will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended.

11. ENERGY CONSERVATION PLAN

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321) and Federal requirements under 49 CFR 662 Subpart C.

12. DEBARMENT

Contractor certifies that neither it nor any of its participants, principals, or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NVTA. If it is later determined that the bidder or proposer

knowingly rendered an erroneous certification, in addition to remedies available to NVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. CLEAN AIR AND WATER POLLUTION ACTS

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to NVTA and understands and agrees that NVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

15. 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 any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTA or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTA is solely limited to reimbursing NVTA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTA which are

ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

16. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTA, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTA as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

17. BUY AMERICA REGULATIONS

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general wavier. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general wavier. The Buy America Certification may be found on file in the offices of NVTA. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

18. COMPLIANCE WITH FTA REGULATIONS

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 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.

19. DAVIS-BACON ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-Day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) Withholding

The NVTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to

pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government printing office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part

3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the

U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the contractor will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, Trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(h) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages : In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages : The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section. (40 USC 3701-3708)

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Contractor acknowledges and agrees 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 NVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under

the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject

23. CARGO PREFERENCE-U.S.FLAG

(a) Agreement Clauses. "Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside

the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

24. SAFE OPERATION OF MOTOR VEHICLES

Contractor agrees to comply with the Seat Belt Use and Distracted Driving clauses under 23 U.S.C Section 402 as outlined in Executive Orders No. 13043 and 13513.

25. BUS TESTING

Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.

26. PREAWARD REVIEW AND POST DELIVERY REVIEW

Each third party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).

27. SEISMIC SAFETY

The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

28. FEDERAL CHANGES

The 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 the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

29. BONDING REQUIREMENTS

For those construction or facility improvement contracts or

subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts. Bid Bond Requirements (Construction)

a) Bid Security: A Bid Bond must be issued by a fully qualified surety company acceptable to NVTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b) Rights Reserved: In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NVTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of NVTA. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of NVTA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of NVTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by NVTA as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense NVTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify NVTA and pay over to NVTA the difference between the bid security and NVTA's total damages, so as to make NVTA whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction) - The Contractor shall be required to obtain performance and payment bonds as follows:

a) Performance bonds

i) The penal amount of performance bonds shall be 100 percent of the original contract price, unless NVTA determines that a lesser amount would be adequate for the protection of NVTA.

ii) NVTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NVTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b) Payment bonds

i) The penal amount of the payment bonds shall equal:

(1) Fifty percent of the contract price if the contract price is not more than \$1 million; or

(2) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) Two and one half million if the contract price is more than \$5 million

ii) If the original contract price is \$5 million or less, NVTA may require additional protection as required by subparagraph 1 if the contract price is increased.

Advance Payment Bonding Requirements - The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NVTA shall determine the amount of the advance

payment bond necessary to protect NVTA.

Patent Infringement Bonding Requirements (Patent Indemnity) - The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. NVTA shall determine the amount of the patent indemnity to protect NVTA.

Warranty of the Work and Maintenance Bonds

a) The Contractor warrants to NVTA, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by NVTA, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the NVTA, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship. General Conditions a minimum period of one (1) year after Final Payment by NVTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NVTA. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to NVTA written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

30. RECYCLED PRODUCTS PREFERENCE

To the extent applicable, the Contractor agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

31. PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

32. BREACHES AND DISPUTE RESOLUTION

In compliance with 49 CFR Part 18/FTA Circular 4220.1F: *Disputes* - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NVTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the NVTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the NVTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NVTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts

he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the NVTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the NVTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the NVTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

33. ADA ACCESS REQUIREMENTS

Contractor must comply with the requirements that are applicable to

A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq.;

B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794;

C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section 5301 (d);

D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38 and 36 C.F.R. Part 1192;

E. U.S. Architectural and Transportation Barriers Compliance Board, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);

F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Professional Services Agreements in Response to Request for Qualifications (RFQ) No. 23-R01 for On-Call Architect/Engineer and Project Delivery Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize the Executive Director to execute and make minor modifications to thirteen (13) Professional Services agreements for on-call architect/engineer and project delivery services, each for a term not to exceed five (5) years.

EXECUTIVE SUMMARY

Engineering, architectural, and project delivery services are essential for NVTA and its member jurisdictions to successfully deliver projects. NVTA staff initiated an innovative approach to its on-call architecture/engineer process by including all six (6) town/city/county jurisdictions in addition to NVTA. This not only attracts and increases the number of respondents to the Request for Qualifications (RFQ), it also provides NVTA's member jurisdictions greater variety and accessibility to consultant services for their transportation projects.

In all, RFQ No. 23-R01 for On-Call Architect/Engineer and Project Delivery Services garnered responses from thirteen (13) consultant firms. The NVTA evaluation selection committee has reviewed all proposals and created a list of qualified firms (Attachment 2) for award of on-call engineering, architecture and project delivery services contracts covering various Project Categories.

FISCAL IMPACT

None – award of these professional service agreements does not obligate funding until a project-specific task order is awarded to one of the selected firms. Consultant selection to perform project-specific task order work is completed through a competitive request for proposals process involving the 13 consulting firms selected from the on-call architect, engineer, and project delivery services *bench*.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager - Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: Professional Services Agreements in Response to Request for Qualifications (RFQ) No. 23-R01 for On-Call Architect/Engineer and Project Delivery Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to thirteen (13) Professional Services agreements for on-call architect/engineer and project delivery services, each for a term not to exceed five (5) years (Attachment 1).

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

On March 6, 2023, RFQ No. 23-R01 was advertised seeking on-call architectural, engineering, and project delivery services. The solicitation has a three (3) year contract performance period with an option for two one-year extensions for a total contract period not to exceed 5 years. Architectural, engineering, and project delivery services are essential for NVTA and its member jurisdictions to successfully deliver projects. The purpose for establishing an on-call architectural, engineering, and project delivery services list is to pre-approve eligible consulting firms in order to expedite project awards at the time the services are required. This process significantly reduces staff time committed to selecting consultants while ensuring full compliance with federal and state procurement requirements. The NVTA Board will approve all amendments exceeding the Executive Director's delegated authority.

In response to RFQ No. 23-R01, NVTA received thirteen (13) consultant proposals. An evaluation selection committee consisting of staff from NVTA, the County of Napa, and

City of Napa, ranked and made recommendations for contract award to the highest rated consultants (Attachment 2). In total, staff recommends the Board award thirteen (13) professional service agreements to various consultants for on-call architectural, engineering, and project delivery professional services to deliver work in one or more of the following 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*)

RFQ No.23-R01 was written with NVTA's member jurisdictions in mind. Staff from the jurisdictions served on the selection committee. The on-call list of consultants will be made available to member jurisdictions if they so desire to use the list for their individual design and project delivery needs. When services are needed, by NVTA or its member jurisdictions, individual task orders will be issued through the Request for Proposals (RFP) process for specific projects that fall within one of the eight project categories. 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 on-call Professional Services Agreement, and the negotiated work plan, schedule, products to be delivered, project expertise and personnel assigned to the task order.

ALTERNATIVES

The NVTA Board could chose not to award the Professional Services Agreements for on-call architectural, engineering and project delivery services but this would result in increased staff time to procure consultant services for individual project delivery needs and negate the added advantage of a larger consultant bench provided to the member jurisdictions.

ATTACHMENT(S)

- (1) Draft NVTA Professional Services Agreement
- (2) List of Qualified Firms

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 23-CXX

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2023, 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 ***SEE ATTACHED FIRM LIST*** whose mailing address is _____, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to provide NVTA with ON-CALL ARCHITECT/ENGINEER AND PROJECT DELIVERY SERVICES for a period of three (3) years to ensure maximum and full and open competition on an ongoing basis for a variety of different projects to be undertaken by NVTA through the Term of this Master Agreement, the general scope of which services are as described in NVTA's Request for Qualifications (RFQ) No. 23-R01, for On-Call Architect/Engineer and Project Delivery Services, attached hereto as EXHIBIT A; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its June 21, 2023, Board of Directors meeting; and

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.

(a) The term of this Agreement shall commence on the date first above written and **shall expire on June 30, 2026**, 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)".

CONTRACTOR / FIRM LIST

- *Alpha CM, Inc. – Napa, CA*
- *Advanced Mobility Group – Walnut Creek, CA*
- *AECOM Technical Services, Inc. – Oakland, CA*
- *Arup US, Inc. – San Francisco, CA*
- *BKF Engineers – Pleasanton, CA*
- *Coastland Civil Engineering, LLP – Santa Rosa, CA*
- *GHD Inc. – Roseville, CA*
- *Kimley-Horn and Associates, Inc. – San Jose, CA*
- *Kleinfelder Construction Services, Inc. – Oakland, CA*
- *Park Engineering, Inc. – Orinda, CA*
- *Sonoma RSA, Inc. dba RSA+ - Napa, CA*
- *TranSystems Corporation – Berkeley, CA*
- *T.Y. Lin International – Oakland, CA*

LIST TO BE REMOVED

(b) The term of the Agreement shall be to the date shown above with an option for two (2) one (1) year terms subject to review and recommendation of NVTA, and the satisfactory negotiation of terms.

(c) CONTRACTOR shall begin work after receipt of a Project Work Order (EXHIBIT B) from NVTA. CONTRACTOR shall thereupon work diligently and continuously to provide all required services and activities described therein.

2. **Scope of Services.**

(a) CONTRACTOR shall provide NVTA with services as directed by NVTA in accordance with the RFQ or RFP and the terms and provisions of this Master Agreement.

(b) Under this Master Agreement, NVTA shall have the right, at its sole and absolute discretion, to issue project specific Project Work Orders to CONTRACTOR, in the form attached as EXHIBIT B, requesting project-specific services under the general terms and provisions of this Master Agreement, and including a specific scope of services for each such project. Each Project Work Order shall incorporate the terms and provisions of this Master Agreement and the RFQ or RFP, and in conjunction therewith shall be deemed a separate contract for services.

(c) In case of any conflict between the terms of these documents, the order of precedent and control shall be as follows: (i) this Master Agreement, (ii) executed Project Work Order with respect to the project to which it applies, and (iii) the RFQ or RFP.

(d) The parties agree that any provision contained in CONTRACTOR'S proposal(s) 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 C**, 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 cumulative payments under this Agreement shall be **determined by separate work authorization(s) as set forth in each Project Work Order (EXHIBIT B)** 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 Manager of Finance 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 thirty (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 Manager of Finance 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 Manager of Finance. 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 or 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
Napa, CA 94559

CONTRACTOR

[Name, Title]
[Street]
[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 July 21, 2022.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on July 21, 2022.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 17, 2001. 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 July 25, 2008.

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. 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. Unless expressly agreed otherwise, NVTA does not agree to arbitration.

20. Compliance with Laws. CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, 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.

(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 RFQ No. 23-R01 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 agency's overall goal for DBE participation is 2.6%. 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 Attachment 2, Exhibit 10-O1, for RFQ No. 23-R01 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 a minimum of three (3) years following final payment to CONTRACTOR or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, 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. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

31. 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.

“NVT A”

“CONTRACTOR”
[NAME OF CONTRACTOR]

By _____
KATE MILLER, Executive Director

By _____
Name, Title, and Signature of Authorized Representative

ATTEST:

By _____
Laura Sanderlin, Board Secretary

By _____
Name, Title, and Signature of Authorized Representative

Approved as to Form:

By _____
NVT A General Counsel

1. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the NVTA Executive Director or a designated representative and CONTRACTOR. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

2. TERMINATION

Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement, and may be cause for termination of the Agreement. (49 USC 5323 Sec 11)

3. RETENTION OF RECORDS

Contractor agrees to keep, in accordance with generally accepted accounting principles, all records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NVTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (49 USC 5323)

4. AUDITS

Contractor agrees to grant NVTA or any agency that provides NVTA with funds for the Project, including but not limited to, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, and their authorized representatives access to Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (49 USC 5323 (g))

Contractor further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that NVTA, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49

U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment.

Further Contractor agrees to follow regulations as set forth under 41 CFR Part 60-1.4 (b) that

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE project goal of 0 percent has been established for this project. NVTA has an overall established DBE goal of 2.6 percent. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

The contractor, subrecipient, 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.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NVTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the NVTA. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the terms of this provision may result in any or all of the following actions including but not limited to:

1. A finding of material breach of contract

2. Suspension of payment of invoices

3. Bringing to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Forms 1 and 2 should be provided as part of the solicitation documents.

8. VETERANS PREFERENCE

As required under 49 U.S.C. § 5325(k) Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

In the event that this project is funded by FTA in whole or in part, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. 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. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NVTA requests which would cause NVTA to be in violation of the FTA terms and conditions.

10. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Contractor will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended.

11. ENERGY CONSERVATION PLAN

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321) and Federal requirements under 49 CFR 662 Subpart C.

12. DEBARMENT

Contractor certifies that neither it nor any of its participants, principals, or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NVTA. If it is later determined that the bidder or proposer

knowingly rendered an erroneous certification, in addition to remedies available to NVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. CLEAN AIR AND WATER POLLUTION ACTS

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to NVTA and understands and agrees that NVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

15. 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 any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTA or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTA is solely limited to reimbursing NVTA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTA which are

ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

16. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTA, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTA as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

17. BUY AMERICA REGULATIONS

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general wavier. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general wavier. The Buy America Certification may be found on file in the offices of NVTA. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

18. COMPLIANCE WITH FTA REGULATIONS

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 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.

19. DAVIS-BACON ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-Day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) Withholding

The NVTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to

pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government printing office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part

3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the

U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the contractor will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, Trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(h) Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages : In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages : The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section. (40 USC 3701-3708)

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Contractor acknowledges and agrees 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 NVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under

the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject

23. CARGO PREFERENCE-U.S.FLAG

(a) Agreement Clauses. "Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside

the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

24. SAFE OPERATION OF MOTOR VEHICLES

Contractor agrees to comply with the Seat Belt Use and Distracted Driving clauses under 23 U.S.C Section 402 as outlined in Executive Orders No. 13043 and 13513.

25. BUS TESTING

Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.

26. PREAWARD REVIEW AND POST DELIVERY REVIEW

Each third party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).

27. SEISMIC SAFETY

The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

28. FEDERAL CHANGES

The 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 the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this contract in compliance with 49 CFR Part 18.

29. BONDING REQUIREMENTS

For those construction or facility improvement contracts or

subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts. Bid Bond Requirements (Construction)

a) Bid Security: A Bid Bond must be issued by a fully qualified surety company acceptable to NVTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b) Rights Reserved: In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NVTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of NVTA. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of NVTA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of NVTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by NVTA as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense NVTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify NVTA and pay over to NVTA the difference between the bid security and NVTA's total damages, so as to make NVTA whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction) - The Contractor shall be required to obtain performance and payment bonds as follows:

a) Performance bonds

i) The penal amount of performance bonds shall be 100 percent of the original contract price, unless NVTA determines that a lesser amount would be adequate for the protection of NVTA.

ii) NVTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NVTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b) Payment bonds

i) The penal amount of the payment bonds shall equal:

(1) Fifty percent of the contract price if the contract price is not more than \$1 million; or

(2) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) Two and one half million if the contract price is more than \$5 million

ii) If the original contract price is \$5 million or less, NVTA may require additional protection as required by subparagraph 1 if the contract price is increased.

Advance Payment Bonding Requirements - The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NVTA shall determine the amount of the advance

payment bond necessary to protect NVTA.

Patent Infringement Bonding Requirements (Patent Indemnity) - The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. NVTA shall determine the amount of the patent indemnity to protect NVTA.

Warranty of the Work and Maintenance Bonds

a) The Contractor warrants to NVTA, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by NVTA, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the NVTA, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship. General Conditions a minimum period of one (1) year after Final Payment by NVTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NVTA. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to NVTA written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

30. RECYCLED PRODUCTS PREFERENCE

To the extent applicable, the Contractor agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

31. PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

32. BREACHES AND DISPUTE RESOLUTION

In compliance with 49 CFR Part 18/FTA Circular 4220.1F: *Disputes* - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NVTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the NVTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the NVTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NVTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts

he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the NVTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the NVTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the NVTA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

33. ADA ACCESS REQUIREMENTS

Contractor must comply with the requirements that are applicable to

A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq.;

B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794;

C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section 5301 (d);

D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38 and 36 C.F.R. Part 1192;

E. U.S. Architectural and Transportation Barriers Compliance Board, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);

F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

SCOPE OF SERVICES

A. PURPOSE OF WORK

NVTA and its member jurisdictions construct a limited number of infrastructure projects every year that are funded by local, state and federal funds. 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, environmental determinations, 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 federal, state, and/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, as-builts, 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, participating in public meetings, 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 and update the certification and associated documents as necessary. 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, subcontracting with potholing contractor, 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. Includes environmental permits from the California Department of Fish and Wildlife, US Army Corps of Engineers, Bay Area Air Quality Management District, Water Quality Control Board, and other local, state and federal agencies.
 - Prepare Storm Water Pollution Prevention Plans (SWPPP) – In compliance with Regional Water Quality Control Board requirements for project delivery.
 - Prepare preliminary and final structures site plans - Work involved in gathering and verifying data for structures design activities, the preparation of various preliminary and final structures plans and related estimates.
 - Prepare preliminary and final street lighting and signalization plans for a variety of vehicle, bike, transit, and pedestrian applications. Gather data on existing signal infrastructure for modification/upgrade projects.
 - Prepare preliminary and final plans, specifications and 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.
 - Perform power usage studies at new and existing agency facilities to make recommendations around addition of new systems or modification and expansion of existing systems such as:
 - Photovoltaic systems
 - Emergency (backup) power
 - Battery storage
 - Other system types as necessary
 - Electrical system design and analysis
 - Upon completion of Napa County’s Vision Zero plan, implement recommended strategies to reduce mode conflicts in all projects.
 - 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.
- Electronic realtime signage
- Wayfinding and striping
- Park and Ride Facility Improvements
- Bus stop improvements
- Public restrooms, including ready to install restrooms
- Transit related communications and surveillance system integration

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.
- Prepare preliminary and final reports for public and outside agency review based on findings of the studies listed above.

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.
- Electric vehicle charging infrastructure.

Land Surveying

- The Scope of Services includes integration of survey and right of way practices with elements from the above Highways, Roads, and Intersections Infrastructure listing.
- 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, including Caltrans Local Assistance requirements.
- Construction – Oversight, support services, civil rights compliance, record keeping, invoicing, construction inspection, and overall construction management from project design to project close out.
- Fill role as single point of contact for all construction activities.
- Prepare weekly progress reports including a list of key items of work completed during the week and expected work the following week. Include photos. Prepare and submit a monthly progress report describing key issues, status of schedule, budget, payments, RFIs, submittals, claims, potential change orders, change orders, and working days.
- Receive, route, track and manage construction submittals.
- Analyze requested change orders and claims for validity, cost, and schedule impacts.

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 process conducted by either NVTA or its member jurisdictions. When entering into an on-call master agreement 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 mini-RFP. 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 mini-RFPs. The mini-RFP shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation established through this RFQ process. 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 mini-RFP, 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, period of performance, project schedule, and scope of work to be performed shall be described in each mini-RFP as well as any required forms (EXHIBIT D).

The Consultant shall only perform work that is assigned in an authorized mini-RFP and an award of a contract does not guarantee any mini-RFPs 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 project-specific scope and cost proposal. 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 sign 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 consultant selected through this RFQ 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 mini-RFPs. However, if different sub-consultant/sub-consultant personnel are being proposed for any mini-RFP, the Consultant must disclose any sub-consultant changes including sub-consultant staff experience and resumes.

In responding to a NVTA mini-RFP 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 mini-RFP, the Consultant may not add or substitute personnel without the NVTA prior written approval.

Résumés 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 mini-RFP. 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 mini-RFP 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 mini-RFP shall not be reimbursed.

The Consultant shall not remove or replace any existing personnel assigned to mini-RFPs 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 mini-RFPs. 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:

1. Ensuring that deliverables are clearly defined, that criteria are specific, measurable, attainable, realistic, and time bound.
2. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
3. Assigning qualified personnel to complete the required mini-RFP work as specified on an "as-needed" basis in coordination with the NVTA Project Manager.
4. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
5. Maintaining and submitting organized project files for record tracking and auditing.
6. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
7. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
8. Assuring that all applicable safety measures are in place.
9. Providing invoices in a timely manner and providing monthly Contract expenditures.
10. Reviewing invoices for accuracy and completion before billing to NVTA.
11. Managing Sub-consultants.
12. Managing overall budget for Contract and provide monthly reporting with invoicing.
13. Monitoring and maintaining required DBE involvement.
14. Ensuring compliance with the provisions in this Contract and all specific mini-RFP requirements.
15. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local

regulations.

16. 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 mini-RFP for each project.

F. SCHEDULE

As agreed upon by the NVTA (or its contracting jurisdiction) and Consultant in a mini-RFP 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 mini-RFPs. 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 through monthly invoicing based on the approved specific rate of compensation and in accordance with section 4 of the Master Agreement (MA).

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 mini-RFP 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 mini-RFP and shall only be paid to persons covered by the Fair Labor Standards Act.

4. All Consultant personnel may be required to sign a confidentiality statement and should be prepared 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 mini-RFP. 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 Suite Software (including, but not limited to, Word, Excel, PowerPoint).
 - ii. Adobe Acrobat Professional or Bluebeam Revu
 - iii. AutoCAD Civil 3D

The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each mini-RFP 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 mini-RFP, NVTA or contracting jurisdiction reserves 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 and 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.

All work generated under a mini-RFP is the property of the Napa Valley Transportation Authority. Upon completion of any mini-RFP authorized under this contractor, Consultant shall provide to NVTA in a timely manner all materials recovered and 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. All material shall be delivered electronically in an organized and easily accessible file system.

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 mini-RFP.

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

J. PROJECT SCHEDULE

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

EXAMPLE

PROJECT WORK ORDER NO. E-XX ON-CALL A/E & PROJECT DELIVERY SERVICES

PROJECT NAME:

PROJECT MANAGER:

CONSULTANT DESIGNATED TEAM MEMBERS:

SCOPE OF SERVICE:

- See attached -

START DATE:

COMPLETION DATE:

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT:

CHARGE NUMBER FOR PAYMENT: *Account Classification Code*

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated Month/Date/Year, which terms are hereby incorporated and made part of to the Project Work Order.

NVTA

CONTRACTOR

By: KATE MILLER, Executive Director

By: *Name, Title, Firm, Signature of Authorized Representative*

Approved as to Form	
By:	_____
	NVTA General Counsel
Date:	_____

SAMPLE COST PROPOSAL 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ **Contract Amount \$** _____ **Date** _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

_____ = **Fee** = _____ %

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly Rate From	To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x) OT (2x)					
John Doe – Project Manager * Civil Engineer II	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	12/31/2016 12/31/2017 12/31/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	Not Applicable
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	12/31/2016 12/31/2017 12/31/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	Not Applicable
Buddy Black – Claims Engineer Engineer III	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	12/31/2016 12/31/2017 12/31/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	Not Applicable
Land Surveyor **	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	12/31/2016 12/31/2017 12/31/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	\$00 - \$00 \$00 - \$00 \$00 - \$00
Technician	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	12/31/2016 12/31/2017 12/31/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	\$00 - \$00 \$00 - \$00 \$00 - \$00

(Add pages as necessary)

-
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
 10. Add additional pages if necessary.
 11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____
- Years of consultant’s experience with 48 CFR Part 31 is _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit <input type="checkbox"/>	Local Govt ICR Audit <input type="checkbox"/>	Caltrans ICR Audit <input type="checkbox"/>
CPA ICR Audit <input type="checkbox"/>	Federal Govt ICR Audit <input type="checkbox"/>	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** _____ Title**:

Signature: _____ Date: _____

Phone**:

Email**:

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency’s invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.



Inspector General

California Department of Transportation

Financial Document Review (FDR) Request Form

- To be completed by Local Public Agencies (LPA) - one per contract.
- For new proposed Architectural & Engineering (A&E) consultant LPA contracts of \$1 million or greater.
- For amendments, use only when there are additional subconsultants or changes in Indirect Cost Rate (ICR).

Email to:

conformance.review@dot.ca.gov

Date: _____

California State Department of Transportation
Independent Office of Audits and Investigations
Attention: Financial Document Review Manager

Federal/State Project Number: _____

Check one: New Contract Amendment Other (describe) _____

A&E Contract Number: _____ Total Contract or Amended Amount of: _____

Prime Consultant Full Legal Name: _____

Project Description:

All Primes and Safe Harbor Rate (SHR) Applicants must be listed below. In addition, complete below for all Sub-Consultant(s) with estimated contract costs of \$500,000 and above on this contract. Sub-consultant(s) with less than an estimated contract cost of \$500,000 do not need to be included unless they are SHR applicants: (Add pages if necessary.)

Consultant's Name:	Estimated Contract Cost	Category	Caltrans ICR Acceptance ID # (if available)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I verify we received financial documents from the prime and sub-consultants based on the requirements specified in this form's Checklist seen on following page.

Name (Print): _____

Title: _____

Signature: _____

Name of Local Agency and Department: _____

Address: _____

Phone: _____ Email: _____

Checklist

FDR Requirements for A&E Consultant Indirect Cost Rate

- Requirements for total contract amount equal to or greater than \$1,000,000.
- Prime and all sub-consultant(s) with estimated contract costs of \$500,000 and above must provide the documents marked below based on their applicable category.

Instructions

- LPAs are required to complete this form and include all applicable required documents upon submission.
- For financial document packages received between July 1 through December 31, the previous years ICR is the one that must be submitted.
- ICR Acceptance ID #: This is an identification number issued by Caltrans upon review and acceptance of consultant's ICR(s) schedule for a specific fiscal year. The Caltrans ID# ICR FYE must agree with the period when this form and financial documents are submitted as described above. If any consultant already has an accepted ID # for the applicable period then include that number on the schedule on page 1. For those consultants no additional documentation needs to be submitted at this time.

Please Note: Items on this checklist may not be all inclusive. IOAI reserves the right to request additional documents as deemed necessary.

Type of Financial Documents and Information for ICR FYE Proposed	CATEGORY 1: Consultants with Cognizant Approval Letter for ICR FYE Proposed	CATEGORY 2: Consultants Requesting Safe Harbor Rate	CATEGORY 3: Consultants with CPA Audited ICR Reports	CATEGORY 4: Consultants with Participation Amount of \$500K or Greater and No CPA Report
Paycheck Protection Program (PPP) Loan Questionnaire	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Certification of Indirect Costs and Financial Management System Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CPA Audited ICR Report and Schedule (Prime Consultant must have a CPA Audited ICR Schedule)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ICR Schedule with FAR References for Disallowed Costs (a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cognizant Approval Letter for the ICR FYE proposed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AASHTO Internal Control Questionnaire Appendix B	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Safe Harbor Rate: Consultant Certification of Eligibility of Contract Costs and Financial Management System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(a) See Table 8-1 of the AASHTO Audit Guide for a listing of common unallowable costs. Financial

Type of Financial Documents and Information for ICR FYE Proposed

CATEGORY 1:
Consultants with Cognizant Approval Letter for ICR FYE Proposed

CATEGORY 2:
Consultants Requesting Safe Harbor Rate

CATEGORY 3:
Consultants with CPA Audited ICR Reports

CATEGORY 4:
Consultants with Participation Amount of \$500K or Greater and No CPA Report

After the review of this form, some or all of the documents listed below may be requested:

Post-Closing Trial Balance and Supplemental Reconciliation Schedule (to tie the proposed ICR Schedule to the Trial Balance)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Prior Year ICR Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chart of Accounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Income Statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uncompensated Overtime Adjustments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vacation/Sick Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonus Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Executive Compensation Analysis (ECA)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Related Party Rent Analysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle, Equipment, and Other Direct Costs Schedules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Following documents can be retrieved from: <https://oig.dot.ca.gov/resources>

- Paycheck Protection Program (PPP) Loan Questionnaire
- Certification of Indirect Costs and Financial Management System
- AASHTO Internal Control Questionnaire Appendix B
- Safe Harbor Rate – Consultant Certification of Eligibility of Contract Costs and Financial Management System

California Safe Harbor Indirect Cost Rate Program
Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name _____

Local Agency (if applicable) _____

Contract Number / Federal Project Number _____

Contract Total \$ _____

For Subconsultant Firms – estimated % of work to be performed _____ %

Safe Harbor Indirect Cost Rate (SHR): **Home 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name _____

Firm Headquarters Address _____

Accounting Records

- Location where Accounting records are held _____
- Name and Title _____
- Email and Phone _____
- Mailing Address _____

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ____ No ____

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes ____ No ____

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

1. What form of business entity is the Firm?

Sole Proprietorship ___ Partnership ___ C Corporation ___ S Corporation ___

Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services ___ Program Management ___

Preliminary Engineering ___ Design Engineering ___

Surveying ___ Feasibility Studies ___

Mapping or Architectural Related Services ___ Other _____

3. Does the Firm have prior government contracting experience? Yes ___ No ___

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes ___ No ___ Non-Labor Yes ___ No ___

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes ___ No ___

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes ___ No ___

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes ___ No ___

8. Do you have written policies on the following cost categories?

Accounting	Yes ___ No ___	Overtime	Yes ___ No ___
Billing	Yes ___ No ___	Direct/Indirect Expenses	Yes ___ No ___
Timesheet Preparation	Yes ___ No ___	Prevailing Wage	Yes ___ No ___
Bonus	Yes ___ No ___		

9. What types of employee status will the Firm provide for this contract?

Non-exempt ___ Exempt-salaried ___ Exempt-hourly ___ Contract Employee ___
Other _____

10. Does the Firm pay overtime for exempt employees?

Yes ___ No ___

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	_____	Shipping	_____
Computer/CADD	_____	Lab	_____
Printing	_____	Travel	_____
Specialty Equipment (List below)	_____	Other (List below)	_____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation _____

Where is the vehicle stored after work? _____

Does employee use vehicle for personal use? Yes _____ No _____

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ _____ per mile

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name _____

Signature _____
(Electronic Signature Allowed)

Title _____

Date Completed _____

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title		
_____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____			14. TOTAL CLAIMED DBE PARTICIPATION
25. Local Agency Representative's Name _____ 26. Phone _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
27. Local Agency Representative's Title _____			15. Preparer's Signature _____ 16. Date _____
_____			17. Preparer's Name _____ 18. Phone _____
_____			19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**

RFP/RFQ PROCUREMENT NUMBERS (if applicable): _____

PROJECT NAME (and FPN, if applicable)²: _____

APPLICABILITY: To be filled out by local agency consultants in management support role.

I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

I have read and fully understand all of the above.

Date: _____ Signature: _____

Name: _____

Title: _____

Consultant Firm/Sole Proprietor: _____

REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY REPRESENTATIVE

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;

That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from _____ to _____.

Date: _____ Signature: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and supervisor's statement.

I concur that the consultant, who is under contract and in a management support role with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for federal reimbursement.

I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: _____

Signature: _____

Name: _____

Position: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with FHWA approval

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or 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 DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- 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 made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm 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 firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, 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 firms (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:

ON-CALL ARCHITECT/ENGINEER AND PROJECT DELIVERY SERVICES

LIST OF QUALIFIED FIRMS

ON-CALL A/E AND PROJECT DELIVERY SERVICES (BENCH)							
Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8
Highways, Roads, and Intersections	Bicycle and Pedestrian Infrastructure	Transit Infrastructure	Corridor Operational Efficiencies	Transportation Technologies	Land Surveying	Construction Management	Project Management and Administration
Kimley-Horn	BKF	Kimley-Horn	Kimley-Horn	Kimley-Horn	BKF	Kleinfelder	Kleinfelder
BKF	Kimley-Horn	Arup	GHD	AMG	AECOM	Park Engineering	Arup
GHD	GHD	TranSystem	AECOM	GHD	RSA+	AECOM	RSA+
AECOM	AECOM	GHD	Arup	AECOM	TY Lin	GHD	TY Lin
TY Lin	TY Lin	TY Lin	AMG	Arup	n/a	Coastland	n/a
TranSystem	TranSystem	n/a	TY Lin	TY Lin	n/a	Alpha CM	n/a

Firms shown in each category are listed in no specific order.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Bus Maintenance Facility Construction Contract Contingency

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board 1) authorize additional construction contingency in the amount of \$600,000, for a total contingency amount not to exceed \$3,500,000, for NVTA Agreement 21-46 with Alten Construction, Inc and 2) authorize an increase in the Executive Director's change order approval authority from \$2,900,000 to \$3,500,000.

EXECUTIVE SUMMARY

Construction of the new Bus Maintenance Facility for the Napa Valley Transportation Authority (NVTA) commenced in January 2022 with the aim of providing Vine Transit modernized facility for fleet operations, maintenance, and bus washing. The facility will enable Vine Transit's transition to an all-electric fleet by incorporating on-site electrical charging infrastructure and the capacity to service hydrogen fuel cell electric buses. To date, over fifty contract change orders (CCOs) have been issued to accommodate necessary modifications. The project's construction management team has prepared a cost forecast, anticipating a budget shortfall of approximately \$600,000 based on the original contingency amount, incurred change orders, and projected costs. As a result, staff recommends increasing the construction contingency by \$600,000 to a total value of \$3,500,000, while also raising the Executive Director's delegated change order authorization.

FISCAL IMPACT

Yes. The Board has approved \$35,747,000 in total funding for this project, broken down as follows: \$29,510,593 approved for construction contract, \$2,900,000 approved for construction contract contingency, and \$3,336,407 approved for soft costs (consultant support). There is currently approximately \$600,000 of unallocated project funding comprised of Transportation Development Act (TDA) and Regional Measure 3 (RM3) funds. Pending Board approval, staff will shift \$600,000 of unallocated funding to the contract contingency fund.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager – Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: Bus Maintenance Facility Construction Contract Contingency

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board 1) authorize additional construction contingency in the amount of \$600,000, for a total contingency amount not to exceed \$3,500,000, for NVTA Agreement 21-46 with Alten Construction, Inc and 2) authorize an increase in the Executive Director's change order approval authority from \$2,900,000 to \$3,500,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Construction of a new Bus Maintenance Facility for the Napa Valley Transportation Authority (NVTA) began in January 2022. This project aims to establish a modernized fleet operations, maintenance, and bus wash facility for Vine Transit, the regional transit provider. The facility will play a crucial role in Vine Transit's transition to an all-electric fleet by providing necessary infrastructure for on-site electrical charging and the servicing of hydrogen fuel cell electric buses.

Since the beginning of the construction process, numerous changes have been necessary, resulting in the issuance of over fifty contract change orders (CCOs) to this point. To streamline this report and maintain adequate detail regarding significant changes, all CCOs amounting to less than \$40,000 have been combined. Conversely, CCOs equal to or exceeding \$40,000 have been individually listed in the table provided below. Typically, change orders under \$40,000 involve additional work arising from architectural and engineering design clarifications that modify elements related to civil,

mechanical, electrical, structural, and building equipment. For a comprehensive log of all CCOs issued to date, please refer to attachment 1.

Change Order #	Change Order Description	Value	Reason
Various	All CCO less than \$40,000 (43 total)	\$303,632	Various
5	Plumbing Design Changes	\$46,941	Owner Requested
6	New Overhead Coiling Door	\$42,654	Owner Requested
8	Add Electrical Scope per Bulletin #5	\$43,640	Plan Omission
15	Extend Fence/Curb/Concrete 10' East of the Prop Line	\$114,343	Owner Requested
17	Switch Gear Delay – Supply Chain Shortage	\$97,486	Price Escalation
30	Main Switch Board Acceleration	\$77,245	Acceleration Cost
31	Main Switch Board – Electrical Vehicle Acceleration	\$122,214	Acceleration Cost
36	Trench & Install Underground Conduit per Bulletin #19	\$48,005	Owner Requested
44	Phase I Telecommunication Infrastructure	\$322,252	Owner Requested
51	Electric Vehicle Requirements per Bulletin #21R01	\$122,029	Owner Requested
52	Install AT&T Conduits per Bulletin #18R01	\$41,129	Utility Requirement
	Total	\$1,381,570	

The project construction management team at Kleinfelder Construction Services has also built a forecast of expected costs the project will incur prior to closeout. Please see below table for details.

Forecast Cost Description	Value	Reason
Communications Packages Conflict Resolution	\$45,000	Anticipates conflicts to add communications scope to project – owner driven
Bus Charging System Electrical Coordination	\$25,000	Anticipates costs to coordinate charging station utility work with solar underground conduit
Unpredictable Conditions Through Completion	\$300,000	Anticipates unknown conditions costs that may be encountered through construction completion
Communications Phase II	\$125,000	Anticipated cost to install exterior telecommunications package – owner driven
EV-PV System Coordination	\$125,000	Contractor cost to add conduits for exterior lighting on solar canopy – owner driven
Storm Damage Remediation	\$50,000	Bioswale remediation post storm damage – act of God
Hydrogen Fuel Cell Electric Vehicle Retrofit	\$350,000	Estimated cost to retrofit facility for HFCEV maintenance – owner driven
Temporary Power Needs	\$100,000	Anticipated cost if permanent electrical components are not available by time of facility commissioning
Additional Consultant Services Fees (Construction Management and Design Services)	\$800,000	Additional design services and construction management consultant fees (previously approved by the Board)
Total	\$1,920,00	

When the original contract was awarded in January 2022, the Board authorized the Executive Director to issue change orders in an amount not to exceed \$2,900,000. Based on this original contingency amount, change orders incurred to date, and

forecast costs, staff expects a budget shortfall of approximately \$500,000, please see below table.

Description	Value
Original Contingency	\$2,900,000
Change Orders to Date	(\$1,382,230)
Forecast Cost	(\$1,920,000)
Total Need	(\$402,230)

Staff is requesting the Board authorize the construction contingency be increased by \$600,000 to account for potential fluctuations in forecasting values, increasing the total construction contingency value to \$3,500,000, and increase the Executive Director's delegated change order authorization to the same value.

It should be noted that savings in excess of \$1-2 million in capital expenditures was realized when the agency entered into the Power Purchase Agreement to power the facility and bus charging rather than pursuing the purchase of a photovoltaic system outright. This savings does not factor in additional savings associated with power costs.

ALTERNATIVES

The Board could deny this request and direct staff to work within the authorized contingency fund. This action may limit the project team's ability to complete all scope items contemplated under the contract and would eliminate a retrofit to the facility that would allow for maintenance of hydrogen fuel cell electric vehicles, reducing NVTA's fleet resilience and adaptability.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income, or ability.

The Vine Transit system serves low-income populations and populations not able to drive. A modern and well-functioning maintenance facility is essential to maintain transit vehicles in order to provide those services safe and effectively.

Goal 5: Minimize the energy and other resources required to move people and goods.

The maintenance facility is a modern LEED-like facility that will be fueled by solar energy.

ATTACHMENT(S)

(1) Contract Change Order Log

#	Description	Status	Date	Amount
1	Time Laps Camera	Appr'vd	2/11	\$ 13,853
2	Wind Row Soil Discing	Appr'vd	2/11	\$ 14,000
4	Bus Chargers	Appr'vd	2/23	\$ -
5	Plumbing Design Changes	Appr'vd	3/8	\$ 46,941
6	New Overhead Coiling Door	Appr'vd	8/31	\$ 42,654
7	Add Steel Material	Appr'vd	5/23	\$ 22,200
8	Bulletin 5, add Electrical Scope	Appr'vd	6/6	\$ 43,640
9	RFI 47, add Electrical Scope	Appr'vd	6/7	\$ 6,269
11	Bulletin 7, Underground Fire Line	Appr'vd	6/10	\$ 7,064
12	Bulletin 10 Hardware Changes	Appr'vd	6/15	\$ 1,547
14	Existing Manhole Elev Mod Per RFI 108	Appr'vd	7/15	\$ 8,905
15	Extend Fence/Curb/Concrete 10' East of the Prop Line	Appr'vd	7/15	\$ 114,343
16	Replacement Machine Tennant T600 Per RFI 84	Appr'vd	8/31	\$ 17,583
17	Switch Gear Delay - Supply Shortage	Appr'vd	8/31	\$ 97,486
18	Electrical Added Scope per Bulletin #10	Appr'vd	9/19	\$ 6,807
19	Re-Engineering of Steel Joist/County Comments	Appr'vd	9/27	\$ 2,463
20	PG&E Gas Line Trenching/Backfilling	Appr'vd	10/21	\$ 15,721
21	Replacing Clark S30L with Mitsubishi FG30N5 (Forklift)	Appr'vd	11/3	\$ 4,091
22	Additional Cost for one added trash receptacle	Appr'vd	11/14	\$ 1,945
23	Grout beam pockets over CMU Wall per RFI 170	Appr'vd	11/15	\$ 5,440
24	Missing Soffit Walls and Framing	Appr'vd	11/29	\$ 11,670
25	Reception Clerestory Framing	Appr'vd	11/29	\$ 3,171
26	American sheet metal partition	Appr'vd	12/6	\$ 8,274
27	2 new GFCI receptacles	Appr'vd	12/7	\$ 1,872
28	Ops Bldg Steel Joist per RFI 208	Appr'vd	12/28	\$ 1,993
29	R4 Light Drop Walls Per RFI 211 Response	Appr'vd	1/13	\$ 2,982
30	MSB Expedite Shipment Cost - Rev.2	Appr'vd	1/24	\$ 77,245
31	MSB-EV Expedite Shipment Cost - Rev.2	Appr'vd	1/24	\$ 122,214
32	DSB2 600A Breaker Revision	Appr'vd	1/24	\$ 8,830
33	PVC single membrane to internal gutters RFI 216	Appr'vd	5/1	\$ 12,445
34	Ops bldg Steel Joist (New Conditions) Per RFI 208	Appr'vd	1/31	\$ 4,846
35	Changing HM door frame from 36 to 32 RFI 225	Appr'vd	2/1	\$ 2,476
36	Trench+Install of (2) UG 4in Conduit Per Bulletin 19	Appr'vd	2/9	\$ 48,005
37	Make connection at moment weld per RFI 169	Appr'vd	3/17	\$ 995
38	Field Modification dimension discrepancy RFI 196	Appr'vd	2/9	\$ 3,952
39	Deck support, Field install additional plates RFI 178	Appr'vd	2/10	\$ 5,531
40	Straighten out wrapped canopies Per RFI 176	Appr'vd	2/10	\$ 36,265
41	Framing rated assembly in cross bracing RFI 234	Appr'vd	3/21	\$ 2,529
42	BAY 5 and 6 Track Trajectory Change Per RFI 213	Appr'vd	4/5	\$ 6,684
43	Glass Escalation	Appr'vd	4/12	\$ 13,684

44	Phase I Telecommunication Infrastructure	Appr'vd	3/21	\$ 322,252
45	Wash Building Pit Missing Covers	Appr'vd	3/27	\$ 4,504
47	Response to RFI #248 Paper Towel Dispenser Location	Appr'vd	4/12	\$ 902
48	Response to RFI #258 Drop Soffit and R4 Light	Appr'vd	5/3	\$ 3,419
49	FS Conflict with Framing OPS Bldg Hall #2 - RFI #260	Appr'vd	4/18	\$ 1,037
51	EV Requirements Bullentin #21R01	Appr'vd	4/27	\$ 122,029
52	Electrical Bulletin #18R01 AT&T Conduits	Appr'vd	4/13	\$ 41,129
53	Structural Flat Strapping per RFI #262	Appr'vd	4/29	\$ 1,204
54	OPS Bldg Lighting Conflicts per RFI #259	Appr'vd	5/2	\$ 6,883
55	COMMs Phase I T&M Maint. Bldg	Appr'vd	5/3	\$ 1,602
56	AT&T Fiber Pathway SB2 to SB3 Bulletin #23R01	Appr'vd	5/4	\$ 14,710
57	Cove Lights OPS Bldg per RFI #211	Appr'vd	5/5	\$ 7,229
58	Access Panels for OPS & Maintenance Bldg	Appr'vd	5/17	\$ 2,410
59	Additional Remobilization - Teichert Const	Appr'vd	5/5	\$ 3,645
PENDING CCO WORK:		\$		-
EXECUTED CCOs:		\$		1,381,570
TOTAL PENDING & EXECUTED CCOs:		\$		1,381,570



NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

SUBJECT

Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2024

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2024.

EXECUTIVE SUMMARY

In February, the NVTA Board approved the expenditure plan for the TFCA Program Manager Funds. On March 15, 2023 the NVTA Board opened the call for projects for TFCA Program Manager funds for Fiscal Years ending in 2024 through 2026. NVTA Board action will approve the FYE 2024 TFCA project list for Napa County including one project for the City of Napa and one project for the City of American Canyon. No projects were submitted for FYE 2025 or 2026.

FISCAL IMPACT

TFCA eligible projects totaling \$249,175 (including administrative costs) will be funded with FYE 2024 TFCA Program Manager Funds.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Principal Planner
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Transportation Fund for Clean Air (TFCA) Program Manager Fund
Project List for Fiscal Year Ending (FYE) in 2024

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2024.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee (TAC) recommended that the NVTA Board adopt the TFCA Program Manager Projects List for Fiscal Year Ending (FYE) 2024 at its June 1, 2023 meeting.

BACKGROUND

The proposed final list of projects for FYE 2024 is shown in Table 1 below. Projects have undergone a cost-effective analysis and are deemed eligible to receive funds. Approved projects must be submitted to the BAAQMD by November 1, 2023 to meet the programming deadline. If funds are not programmed by the BAAQMD deadline, funds may be reprogrammed to another county.

Table 1: Proposed FYE 2024 TFCA Program Manager Fund Projects*

FYE 2023 TFCA Expenditures	Amount
Administration Costs for FYE 2024	\$14,315
City of Napa-Downtown Bicycle Parking	\$4,860
City of American Canyon-Electric Vehicle Charging Stations	\$230,000
TOTAL	\$249,175

*FYE 2024 funds must be programmed no later than November 1, 2023.

The Transportation Fund for Clean Air (TFCA) is a grant program, funded by a \$4 surcharge on motor vehicles registered in the Bay Area. This generates approximately \$22 million per year in revenues. Forty percent of the DMV funds generated in Napa are returned to NVTA for distribution to local projects. The remaining sixty percent is allocated by the BAAQMD under the Regional Program.

The purpose of the TFCA program is to provide grants to implement the most cost-effective projects in the Bay Area that will decrease motor vehicle emissions, and thereby improve air quality. Projects must have an air quality benefit and be cost effective. Air District rules and statutes only allow funds to be retained for two years unless an extension is requested. Bicycle infrastructure projects must have completed all applicable environmental reviews to be eligible for funding.

NVTA adopts a list of projects annually to be funded by the TFCA Program Manager funds. In 2018, staff proposed programming TFCA funds for a three-year cycle similar to the State Transportation Improvement Program (STIP) in order to aid in local project planning. The Air District now allows funding larger infrastructure projects over a three-year period as long as cost-effectiveness can be met for the total amount requested. When application requests do not exhaust available funds, staff reviews projects within the county that have funding shortfalls that may qualify for TFCA funds. If TFCA funds are not programmed annually, Napa County may lose them to another county.

The TFCA program can fund a wide range of project types, including the construction of new bicycle lanes; shuttle and feeder bus services; ridesharing programs to encourage carpool and transit use; bicycle facility improvements such as bicycle racks and lockers; electric vehicles and electric vehicle infrastructure projects. NVTA staff is requesting jurisdictions keep a list of potential projects that may qualify for TFCA funds in preparation for the next call for projects which is scheduled for Spring 2024.

ALTERNATIVES

The Board could decide not to approve the FYE 2024 TFCA projects and Napa County funds may be lost to another county.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 5: Minimize the energy and other resources required to move people and goods.

TFCA funding is intended to reduce harmful auto emissions. The projects funded by this program are intended to encourage non-auto modal transportation.

ATTACHMENT

- (1) FYE 2024 TFCA Applications

Project Information Form

- A. Project Number: **24NAP01**
- B. Project Title: **Downtown Napa Bicycle Racks**
- C. Project Category (project will be evaluated under this category): **7e**
- D. TFCA County Program Manager Funds Allocated: **\$4,860**
- E. TFCA Regional Funds Awarded (if applicable): **\$0**
- F. Total TFCA Funds Allocated (sum of C and D): **\$4,860**
- G. Total Project Cost: **\$4,860**
- H. Project Description:
The City of Napa will use TFCA funds to purchase and install bicycle racks in the Downtown Napa area. The racks will provide parking for 30 bicycles. These racks will serve local residents, employees, and visitors to the City's Downtown.
- The project area is located within a regionally designated Equity Priority Community (formerly known as Community of Concern), which was included in the Napa Valley Community Based Transportation Plan (CBTP). Per the CBTP, this area has a high percentage of low-income households (36%). The CBTP identified expansion of mobility options for low-income, senior, and disabled residents as an overarching need. A recent survey conducted by the Napa County Bicycle Coalition supports the needs for additional bicycle parking in the Downtown area. That survey identified the Downtown area as the top location in the City of Napa in which participants felt additional bike parking was needed.**
- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet
The "Trip Reduction" Final Report form will be completed and submitted after project completion.
- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.
See attached for the project's completed Cost Effectiveness Worksheet.
- K. Has or will this project receive any other TFCA funds, such as Regional Funds?
No
- L. Comments (if any):
The project area is located within a regionally significant Equity Priority Community, formerly known as Community of Concern, (census tract 2002.02) as designated by the Metropolitan Transportation Commission. The project area meets this designation because it exceeds the established concentration thresholds for the demographic factors of low-income households, limited English proficiency, single-parent families, people with a disability, and rent-burdened households.
- M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location:
<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)
Yes, the project is located within an AB1550 Low-income Community (census tracts 2002.02 and 2005.03).

Section 2. Project Category Specific Questions

- N. If a **ridesharing, first- and last-mile connections service, pilot trip reduction, transit information, telecommuting or infrastructure improvement project**, explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate.

The following information is derived from the Transportation Fund for Clean Air County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2024; For Bicycle Parking Projects:

Years of Effectiveness = 3 years

Days/Yr = 240 days

Trip Length (1-way) = 3 miles

Trips/Day (1-way) eliminated = Capacity of racks x 0.5 trips per day

Project Information:

Capacity of racks = 30

Project Specific Calculations:

Trips/Day (1-way) eliminated = Capacity of racks x 0.5 trips per day

Trips/Day (1-way) eliminated = 30 x 0.5

Trips/Day (1-way) eliminated = 15

- O. If an **alternative fuel vehicle** project, provide the following information:
- a. Vehicle type (e.g., plug-in hybrid-electric, fuel cell vehicles)
 - b. Gross Vehicle Weight Rating
 - c. New vehicle or replacement project? A project is a replacement project if the existing vehicle is operational and will be scrapped for the sole purpose of the project.
 - d. If this is a new vehicle project, explain how the anticipated usage (miles per year) for the vehicles were estimated.

N/A

- P. If a **first- and last-mile connections service** project, confirm that the service will comply with all the following requirements:

- Service connects directly to a transit station and a distinct commercial or employment location.
- Service schedule coordinates with the mass transit's schedule.
- Service is available for use by all members of the public.
- Service is at least 70% unique and operates where no other service was provided within the past three years.

N/A

- Q. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements:

- Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
- Service is available for use by all members of the public.
- Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.

- If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.
- Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
- Service is at least 70% unique and operates where no other service was provided within the past three years.

N/A

R. If a **bicycle parking** project, answer the following questions:

- a. What plan is the project referenced in?
The City of Napa Bicycle Plan.
- b. Will the project be publicly accessible and available for use by all members of the public?
Yes.

S. If a **bikeway** project, answer the following questions:

- a. What plan is the project referenced in?
- b. Will the project be publicly accessible and available for use by all members of the public?
- c. If applicable, will the project be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014?
- d. Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

N/A

T. If a **bike share** project, confirm that the project complies with all the following requirements:

- Project either increases the fleet size of existing service areas or expands existing service areas to include new Bay Area communities.
- Project completed and approved an environmental plan and a suitability study demonstrating the viability of bicycle sharing.
- Project has shared membership and/or is interoperable with the Bay Area Bike Share (BABS) project when they are placed into service. Please select the choice that best describes the project:
 - Interoperable with BABS
 - Exempt from requirement for the following reason(s):
 - i. Projects that do not require membership or any fees for use;
 - ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
 - iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

N/A

U. If an **infrastructure improvement for trip reduction** project, answer the following questions:

- a. What plan is the project referenced in?
The City of Napa Bicycle Plan.
- b. Which transportation control measure from the most recently adopted [Air District plan](#) is the project implementing?

TR9 – Bicycle and Pedestrian Access and Facilities.

- c. Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

The project is exempt.

V. If an **alternative fuel infrastructure** project, confirm that the project complies with all the following requirements:

- Project must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.
- Project funds awarded will not be used to pay for fuel, electricity operation, or maintenance costs.
- Please clarify the infrastructure project's primary purpose (select all that apply):
 - charge vehicles 14,000 lbs and less
 - charge vehicles 14,001 lbs and more
 - serve private fleet
 - available for public use
 - other (please specify): _____

N/A

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS FYE 2024 TFCA County Program Manager Fund Worksheet

Version 2024, Updated 1/9/23

General Information Tab: Complete areas shaded in yellow.

Project Number (24XXYY)	24NAP01
Project Title	Downtown Napa Bicycle Racks
Project Type Code (e.g., 7a)	7e
County (2-3 character abbreviation)	NAP
Worksheet Calculated By	Lorien Clark
Date of Submission	4/14/2023
Project Sponsor	
Project Sponsor Organization	City of Napa
Public Agency? (Y or N)	Y
Contact Name	Ian Heid
Email Address	iheid@cityofnapa.org
Phone Number	707-257-9386
Mailing Address	P.O. Box 660
City	Napa
State	CA
Zip	94559
Project Schedule	
Project Start Date	4/15/2024
Project Completion Date	7/15/2024
Final Report to CMA	10/31/2024

Notes & Assumptions

Provide all assumptions, rationales, and references for figures used in calculations.

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length. A frequently used proxy is the % of survey respondents who report they would have driven alone if not for the service being provided. If survey data is not available, alternative **supporting documentation must be provided to justify the inputs used in the CE calculations.**

Trips Eliminated Per Day

This is number of trips by participants that would have driven as a single occupant vehicle if not for the service; **it is not the same as the total number of riders or participants.**

Trip Length

Only use the trip length of the **vehicle trip avoided** by only the riders or participants that would otherwise have driven alone.

Policy 11. Duplication

MTC's regional ride-sharing program provides funding to counties. This funding may contain TFCA funding, which, if used in combination with TFCA funding, may violate Policy 11. Duplication.

The following information is derived from the Transportation Fund for Clean Air County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2024; For Bicycle Parking Projects:

Years of Effectiveness:	3 years
Days/Yr:	240 days
Trip Length (1-way):	3 miles
Trips/Day (1-way) eliminated:	Capacity of racks x 0.5 trips per day

Project Information:

Capacity of racks = 30

Project Specific Calculation:

Trips/Day (1-way) eliminated = Capacity of racks x 0.5 trips per day

Trips/Day (1-way) eliminated = 30 x 0.5

Trips/Day (1-way) eliminated = 15

Project Information Form

A. Project Number: 24NAP02

Use consecutive numbers for projects funded, with year, county code, and number, e.g., 23MAR01, 23MAR02 for Marin County. Zero (e.g., 23MAR00) is reserved for County Program Manager TFCA funds allocated for administration costs.

B. Project Title: EV Charging Stations Phase II

Provide a concise, descriptive title for the project (e.g., "Elm Ave. Signal Interconnect" or "Purchase Ten Gasoline-Electric Hybrid Light-Duty Vehicles").

C. Project Category (project will be evaluated under this category): 12b

D. TFCA County Program Manager Funds Allocated: \$230,000

E. TFCA Regional Funds Awarded (if applicable): \$0

F. Total TFCA Funds Allocated (sum of C and D): \$230,000

G. Total Project Cost: \$250,000

H. Project Description:

Project Sponsor will use TFCA funds to purchase and install three new dual port EV charging stations at:

- 151 Mezetta Court (City Water Reclamation Facility)
- 300 Napa Junction Road (City Parks and Recreation Center/Formal Napa Junction Elementary School)
- 4381 Broadway Street (City Hall)

The current EV model the City utilizes is an EVBox Level 2, but if a DC Fast Charger can be installed the City would like to do so and will need the larger funding amount to make it happen. Work will include in general, the upgrade and extension of electrical infrastructure, conduit and wiring, and installation of the pedestals.

The 151 Mezetta Court location is open to the public, Monday through Friday from 8:30am to 5:00pm, but limited on weekends so only 260 days per year were utilized as well as 8 hours per day in the assumptions. The other two sites are open and available to the public 24 hours and 7 days a week so the assumption is 24 hour use 365 days per year. The 4381 Broadway Street (City Hall) has two existing dual port charging stations and they are heavily used throughout the week.

I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet

Reference the appropriate Final Report form that will be completed and submitted after project completion. See www.baaqmd.gov/tfca4pm for a listing of the following reporting forms:

Final Report Form 2: Clean Air Vehicle Final Report (includes EV Infrastructure)

J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project. Please see attached.

K. Has or will this project receive any other TFCA funds, such as Regional Funds? No

L. Comments (if any): N/A

M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location:

<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>) – N/A

Section 2. Project Category Specific Questions

- N. If a **ridesharing, first- and last-mile connections service, pilot trip reduction, transit information, telecommuting or infrastructure improvement project**, explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate. N/A
- O. If an **alternative fuel vehicle** project, provide the following information: N/A
- Vehicle type (e.g., plug-in hybrid-electric, fuel cell vehicles)
 - Gross Vehicle Weight Rating
 - New vehicle or replacement project? A project is a replacement project if the existing vehicle is operational and will be scrapped for the sole purpose of the project.
 - If this is a new vehicle project, explain how the anticipated usage (miles per year) for the vehicles were estimated.
- P. If a **first- and last-mile connections service** project, confirm that the service will comply with all the following requirements: N/A
- Service connects directly to a transit station and a distinct commercial or employment location.
 - Service schedule coordinates with the mass transit's schedule.
 - Service is available for use by all members of the public.
 - Service is at least 70% unique and operates where no other service was provided within the past three years.
- Q. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements: N/A
- Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
 - Service is available for use by all members of the public.
 - Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.
 - If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.
 - Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
 - Service is at least 70% unique and operates where no other service was provided within the past three years.
- R. If a **bicycle parking** project, answer the following questions: N/A
- What plan is the project referenced in?
 - Will the project be publicly accessible and available for use by all members of the public?
- S. If a **bikeway** project, answer the following questions: N/A
- What plan is the project referenced in?
 - Will the project be publicly accessible and available for use by all members of the public?
 - If applicable, will the project be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014?
 - Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

- T. If a **bike share** project, confirm that the project complies with all the following requirements: N/A
- Project either increases the fleet size of existing service areas or expands existing service areas to include new Bay Area communities.
 - Project completed and approved an environmental plan and a suitability study demonstrating the viability of bicycle sharing.
 - Project has shared membership and/or is interoperable with the Bay Area Bike Share (BABS) project when they are placed into service. Please select the choice that best describes the project:
 - Interoperable with BABS
 - Exempt from requirement for the following reason(s):
 - i. Projects that do not require membership or any fees for use;
 - ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
 - iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.
- U. If an **infrastructure improvement for trip reduction** project, answer the following questions: N/A
- a. What plan is the project referenced in?
 - b. Which transportation control measure from the most recently adopted [Air District plan](#) is the project implementing?
 - c. Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?
- V. If an **alternative fuel infrastructure** project, confirm that the project complies with all the following requirements:
- Project must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.
 - Project funds awarded will not be used to pay for fuel, electricity operation, or maintenance costs.
 - Please clarify the infrastructure project's primary purpose (select all that apply):
 - charge vehicles 14,000 lbs and less
 - charge vehicles 14,001 lbs and more
 - serve private fleet
 - available for public use
 - other (please specify): _____

ELECTRIC VEHICLE (EV) INFRASTRUCTURE PROJECTS

FYE 2024 TFCA County Program Manager Fund Worksheet

Version 2024, Updated 1/20/2023

Detailed instructions are available in **Appendix H** of the County Program Manager Fund Expenditure Plan Guidance Fiscal Year Ending 2024 at: <http://www.baaqmd.gov/tfca4pm>.

Cost-Effectiveness Worksheets are used to calculate project emission reductions and TFCA cost-effectiveness (TFCA \$/ton of emission reductions). County Program Managers must submit Cost-Effectiveness Worksheets for each new project and each project receiving additional TFCA funds, along with Project Information Forms, no later than six months after Air District Board approval of the County Program Manager's Expenditure Plan. County Program Managers must also submit Worksheets with Final Report Forms as follows:

- **For service projects** (e.g., ridesharing, shuttle, bike share projects), post-project evaluations should be completed using the Cost-Effectiveness Worksheet version from the **year service was available to the public**. (This version may be the same as the one used in the pre-project evaluation).
- **For all other projects** (e.g. vehicle replacement, EV charging station), post-project evaluations should be completed using the version of the Cost-Effectiveness Worksheet for the year the purchased, installed, or constructed project became available for use by the public.

The Air District provides Microsoft Excel worksheets for download on their Box account (link is provided via email to the County Program Managers). Worksheets must be completed for all project types with the exception of TFCA County Program Manager administrative costs.

Worksheet Name	Project Type
Trip Reduction FYE 2024	<ul style="list-style-type: none"> • Ridesharing • Shuttles • Bicycle Parking, Bikeways, Bike Share • Smart Growth, Traffic Calming, Transit Bus Signal Priority (also for Transit Rail Vehicles) • Pilot Trip Reduction • Telecommuting
Vehicles 14,000 lbs & less FYE 2024	<ul style="list-style-type: none"> • Alternative-Fuel Light-Duty and Light Heavy-Duty Vehicles • Alternative Fuel Infrastructure (for private fleet)
Vehicles 14,001 lbs + FYE 2024	<ul style="list-style-type: none"> • Alternative-Fuel Low-Mileage Utility Trucks - Idling Service • Alternative-Fuel Heavy-Duty Trucks, Buses • Alternative Fuel Infrastructure (for private fleet)
EV Infrastructure FYE 2024	<ul style="list-style-type: none"> • EV charging infrastructure projects that do not involve private fleet. Note: Contact the Air District for projects that support vehicles that are 14,001 lbs +.

Make entries in the yellow-shaded areas only in the worksheets. Begin each new filename with the application number (e.g., 24MAR04) as described below. Each worksheet contains separate tabs for: Instructions (no user input), General Information, Calculations, Notes and Assumptions, and Emission Factors (no user input).

Summary of Maximum Cost-Effectiveness & Years of Effectiveness by Project Category

Policy No.	Project Category	Maximum C-E (\$/weighted ton)	Years of Effectiveness
22	Alternative Fuel Light- and Medium-Duty Vehicles	500,000	3 years
23	Reserved	Reserved	Reserved
24	Alternative Fuel Heavy-Duty Trucks and Buses	500,000	3 years
25	On-Road Truck Replacements	90,000	3 years
26	Alternative Fuel Infrastructure	500,000	3 years
27	Ridesharing Projects – Existing	150,000	2 years
28	First- and Last-Mile Connections – Existing	250,000	2 years
29.a.	First- and Last-Mile Connections – Pilot not in CARE Areas or PDAs. <i>These projects will be evaluated every year.</i>	Year 1 - 500,000 Year 2 and beyond - see Policy #28 shuttle is considered existing	2 years
	First- and Last-Mile Connections – Pilot shuttle projects located in Highly Impacted Communities as defined in the Air District CARE Program and/or a Planned or Potential PDA may receive TFCA Funds under the Pilot designation. <i>These projects will be evaluated every year.</i>	Years 1 & 2 - 500,000 Year 3 and beyond - see Policy #28 shuttle is considered existing	2 years
29.b.	Pilot Trip Reduction	500,000	2 years
30.a.	Bicycle Parking	250,000	3 years
30.b.	Bikeways	500,000	10 year
31	Bike Share	500,000	5 years
32	Reserved	Reserved	Reserved
33	Infrastructure Improvements for Trip Reduction	500,000	10 year
34	Telecommuting	150,000	1 year max

ELECTRIC VEHICLE (EV) INFRASTRUCTURE PROJECTS

FYE 2024 TFCA County Program Manager Fund Worksheet

Version 2024, Updated 1/20/2023

General Information Tab: Complete areas shaded in yellow.

Project Number (24XXYY)	
Project Title	EV Charging Stations Phase II
Project Type Code (e.g., 7a)	12b
County (2-3 character abbreviation)	Nap
Worksheet Calculated By	Erica Ahmann Smithies
Date of Submission	4/14/2023
Project Sponsor	
Project Sponsor Organization	City of American Canyon
Public Agency? (Y or N)	Y
Contact Name	Erica Ahmann Smithies
Email Address	esmithies@cityofamericancanyon.org
Phone Number	707-647-4366
Mailing Address	4381 Broadway Street, Suite 201
City	American Canyon
State	CA
Zip	94503
Project Schedule	
Project Start Date	10/1/2023
Project Completion Date	5/31/2025
Final Report to CMA	6/30/2025

Notes & Assumptions

Provide all assumptions, rationales, and references for figures used in calculations.

Conversion Factors

Grams per Ton	907185 grams/ton'
Miles / kWh	3.36 miles/kWh
ROG split	86% From EMFAC 2014 CY2017 MDYR2017 vehicles, split of ROG and NOx emissions
NOx split	14%

Charging Station Type

Charging Station: Also known as electric vehicle supply equipment (EVSE), consists of the conductors, including the ungrounded, grounded, and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle. (http://www.psrc.org/assets/3729/A_NEC_625_2008.pdf). Charging stations fall into one of these three types:

- Level 1** : A charging station that supplies electricity to a EV's onboard charger in the form of alternating current. Level 1 charging stations use a 120V AC connection
- Level 2** : A charging station that supplies electricity to a EV's onboard charger in the form of alternating current. Level 2 charging stations require a 208/240V AC connection.
- DC Fast** : A charging station that uses an external charger, and supplies electricity in the form of direct current, typically at a rate of 40KW or higher.

Inputs	Assumptions										
Cost Effectiveness Inputs, # Years Effectiveness	3 years is recommended - Not to exceed 4 years										
Charger ID (Column A)	Location 1) 151 Mezzetta Court; Location 2) 300 Napa Junction; Location 3) 4381 Broadway										
Description (Column B)	The City is planning to install 3 dual port charging stations at the three locations identified above. The current model the City utilizes is an EVBox Level 2, but if a DC Fast Charger can be installed the City would like to do so and will need the larger funding amount to make it happen.										
Type (Column C)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Level 2</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>	Level 2									
Level 2											
Rate (kW) (Column D)	7.2kW										
Total TFCA Funding (O3)	\$230,000										
Annual Usage (kWh) (Column G)	(Rate kW) x (charger's estimated hours of usage per day) x (365 days per year) x (quantity of chargers). The 151 Mezzetta Court location is open to the public, M-F, but limited on weekends so only 260 days per year were utilized as well as 8 hours per day. The other two sites are open and available to the public 24/7 so the assumption is 24 hr use 365 days/year										

Conversions 907185 g/ton
 PM Weighting Factor 20

2023 - 3 Years		Total Emissions (inc. evap) (g/mile)				
Gas and Diesel Averaged		Total Emissions (inc. evap) (g/mile)				
Vehicle Type	ROG	NOX	PM10 Exhaust	PM10 Other	CO2	
LDAs	0.057487	0.092842	0.001669	0.017481	309.630341	
Motorcycles						
EVs Averaged		ROG (g/mile)	NOX (g/mile)	PM10 (g/mile)	PM10 Other	CO2 (g/mile)
LDAs	0.000000	0.000000	0.000000	0.012377	0.000000	
Motorcycles	N/A	N/A	N/A		N/A	
MDVs	N/A	N/A	N/A		N/A	
EV and PHEVs Averaged		ROG (g/mile)	NOX (g/mile)	PM10 (g/mile)	PM10 Other	CO2 (g/mile)
LDAs	0.005110	0.004058	0.000246	0.012480	40.865028	
Motorcycles	N/A	N/A	N/A		N/A	
MDVs	N/A	N/A	N/A		N/A	



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Vine Transit Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive an update on future Vine Transit service changes.

EXECUTIVE SUMMARY

This report serves as a comprehensive update following the Board Retreat held on August 13, 2023, where service changes were discussed in detail. The proposed modifications encompass a range of improvements, including updates to the City of Napa fixed routes, enhancements to on-demand services, and the introduction of additional trips for Route 10.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, staff is seeking to expand the service up to 17,718 hours. This expansion, although ambitious, is projected to bring substantial benefits to the community. To accommodate these extended services, NVTA has estimated a maximum cost of \$2,037,600, assuming that all the additional hours are utilized. A combination of Federal Transit Administration funds and Transportation Development Act will be used to cover the additional costs.

NVTA's proposed budget of \$13,857,300 should be sufficient to cover the expenses associated with the expanded service hours. This allocation has been carefully planned to ensure that there is no requirement for an additional appropriation. By leveraging the existing budget effectively, NVTA can successfully implement the extended service hours without any financial strain.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Vine Transit Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive an update on future Vine Transit service changes.

COMMITTEE RECOMMENDATION

None

BACKGROUND

June 18, 2023 Service Changes

The Vine changed its schedule on June 18th to correspond with the end of the school year.

The changes were as follows:

- Route 10, Regional Route - Calistoga to Napa Valley College – Adjusted weekday run times to reflect travel times. Shortened run times on weekends to decrease dwelling at timepoint stops and overall run time
- Route 11, Regional Route – Redwood Park and Ride to the Vallejo Ferry via Soscol Gateway Transit Center (SGTC) Shortened run times on weekends to decrease dwelling at timepoint stops and overall run time
- Route 11X, Express Bus Route/Limited Stops – Redwood Park to the Vallejo Ferry via Imola Park and Ride– Time changes to better align with the June 26th Ferry schedule change

- Route 21, Express Bus Route to Suisun Amtrak/Capital Corridor – Decreased run times on the eastbound morning trips
- Route S, South Napa Local Route– Changed the route path to better serve the Clinic Ole South Campus and the South Napa Shelter
- Route E, East Napa Local Route – Increased the number of trips on weekdays to 10, up from the prior 4 trips
- American Canyon and St Helena Shuttle - Eliminated the American Canyon & St. Helena school trippers during summer break

Youth Summer Pass

After a 5+ year hiatus, NVTA has brought back a Youth pass for the summer. The pass costs \$20 and can be purchased by anyone ages 6 to 18. It enables youth to ride any of the Vine Routes from June 15th to August 15th 2023. Passes are available for purchase online or at the Customer Service Office at the Soscol Gateway Transit Center.

August 13, 2023 Service Changes

After the May 17th Reviving the Vine Board Retreat, NVTA staff reflected on the discussion and comments on the three service change options presented. As a reminder, the service change options presented at the Board Retreat are listed in Table 1 below,

Table 1: Board Retreat Options

	Option 1	Option 2	Option 3
Service Hours	123,128	126,515	144,000
Estimated Cost for FY 23/24*	\$13,883,700	\$14,265,700	\$16,579,300
Drivers	65	66	72
Vehicles Operating Maximum Service	46	47	48
Opportunities	More City of Napa & Route 10 Service; Improved on-demand wait times	More City of Napa & Route 10 Service	Restore COA from January 2020; increased ridership
Obstacles	Change in on-demand message	Price, high on-demand wait times	Price, driver availability, vehicles

*Included Estimated Purchase Transportation and Fuel.

As a comparison, current service hours are 112,000 and estimated annual cost is \$13 million.

Based on feedback from the Board and from rider surveys, staff selected a hybrid version of Options 1 and 3 which would restore 6 of the 8 lettered fixed routes in City of Napa but combined two fixed routes into one route and retain on-demand services in the Browns Valley neighborhood because of low demand. In addition, this August 13, 2023 schedule change adds regional service on the Route 10.

Below are details about the service changes in preparation for an August 13, 2023 implementation date. The details are as follows:

Route 10: Up to four additional round trips bringing the headways down to 30 minutes during peak times:

- Northbound 8:00am, Southbound, 9:40 am
- Northbound 11:40am, Southbound 1:40pm
- Northbound 12:40pm, Southbound 2:40pm
- Northbound 1:40pm, Southbound 3:40pm

City of Napa: A total of 6 routes, with one on-demand area. There will be two entirely new fixed routes and a reimagining of the existing four fixed routes to more closely align with the fixed routes operating in January 2020. From a marketing perspective, it will be a return to the ABCs, as outlined below:

- A. On-Demand Area along Brown's Valley Road, up California Ave. to Lincoln Ave and along Lincoln Ave to Jefferson Street. Riders can go to any stop within the on-demand area. Transfers can be made at the Redwood Park and Ride or the Soscol Gateway Transit Center
- B. Return to a route from January 2020, which closely aligns with the current Route W
- C. Exact replica of the current Route N
- D. Exact replica of the current Route E
- E. New route servicing Clinic Ole North and Vintage High School as shown at the Board Retreat. This route closely mirrors the January 2020 Route H
- F. Return to the route from January 2020, which closely aligns with the current Route S
- G. New route serving Coombs and Imola. This route was shown at the Board Retreat but will not travel south to Napa Pipe as there is no development yet. Future expansion to Napa Pipe is possible.

Costs associated with the proposed changes are shown below in Table 2. These costs are slightly lower than the costs estimated at the Board Retreat, and reflect a more refined budget that takes into account the breakdown between fixed route and on-demand service hours and fuel costs that are projected to come in under budget for FY 22/23.

While the FY 2023- 24 budget includes up to 129,718 service hours, service hours will be kept closer to 126,000. The total revenues budgeted in the FY 2023-24 for transit is 17.45M.

Table 2: Service Hours and Costs Associated with August 13, 2023 Schedule Change

	August 13, 2023 Schedule Change
Service Hours	Around 126,000
Budgeted Costs for FY 23/24	\$13,743,300
Purchase Transportation	\$12,075,000
Fuel	\$1,668,300
Drivers	66
Vehicles Operating Maximum Service	47

Maps of each Route are included below, along with an overall summary map

Figure 1: Overall City of Napa Map

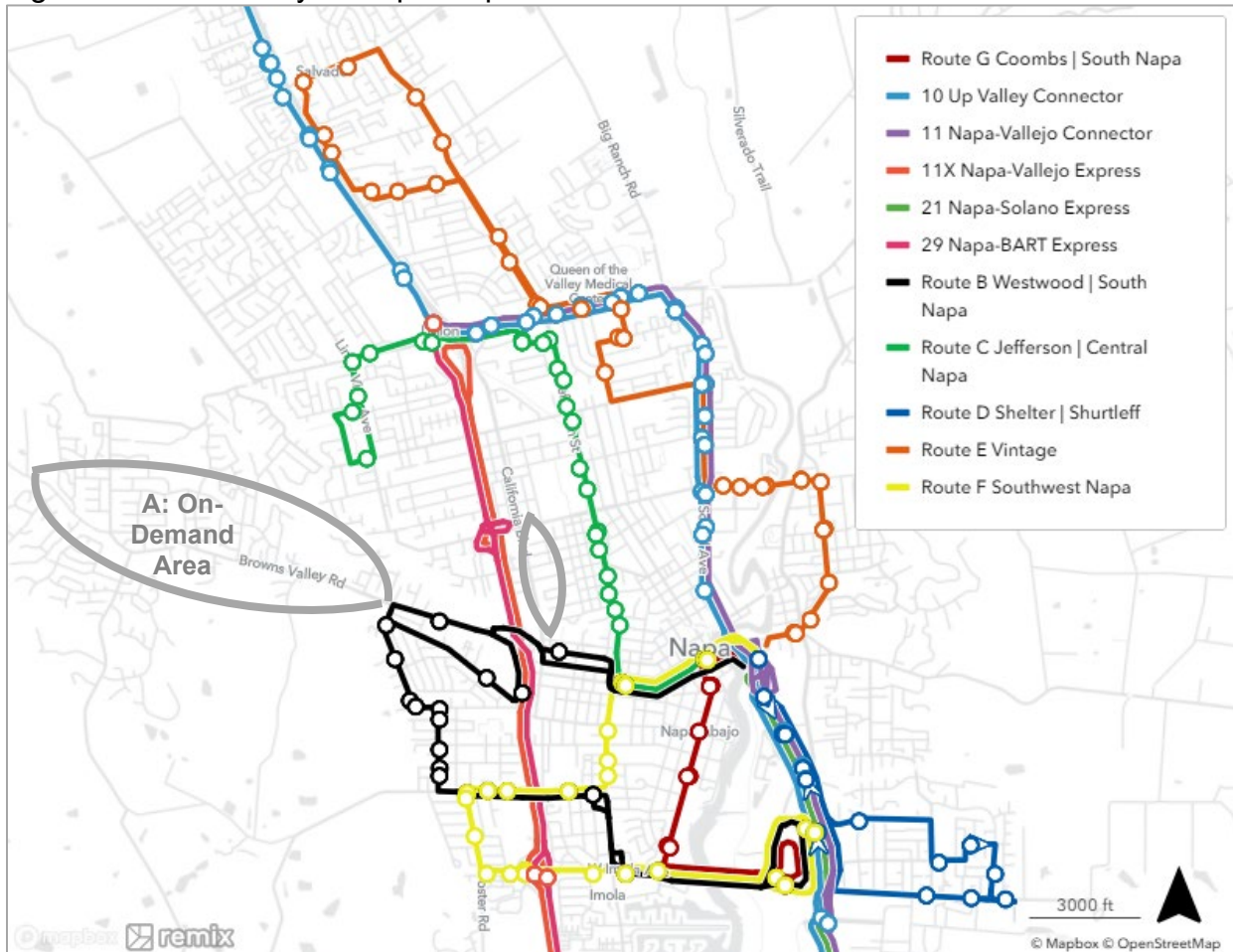


Figure 2: Route B

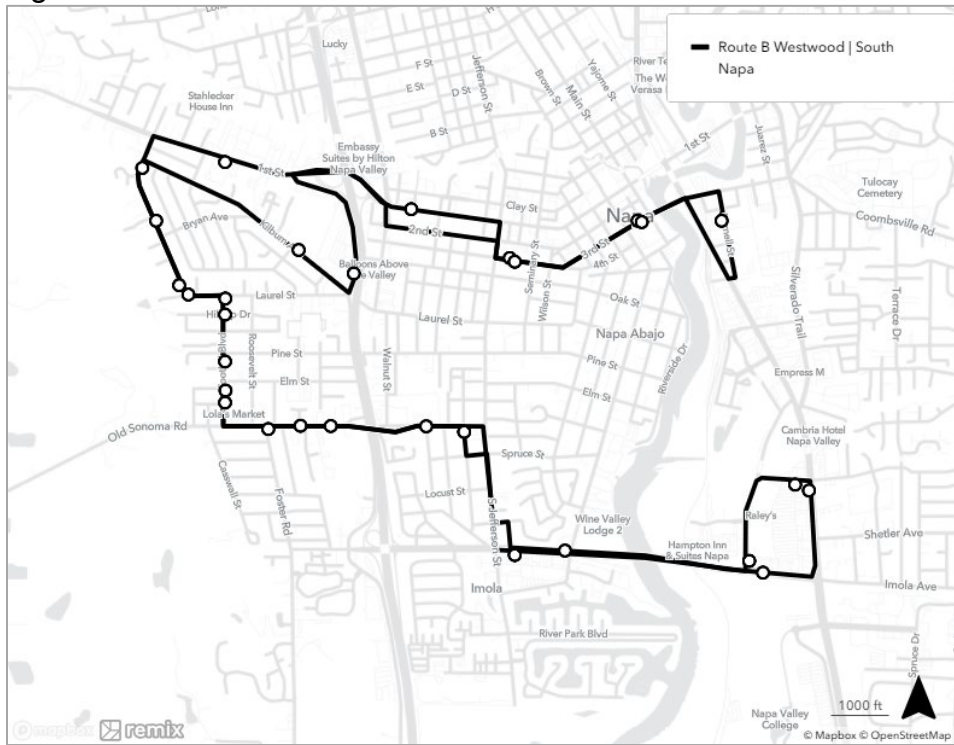


Figure 3: Route C

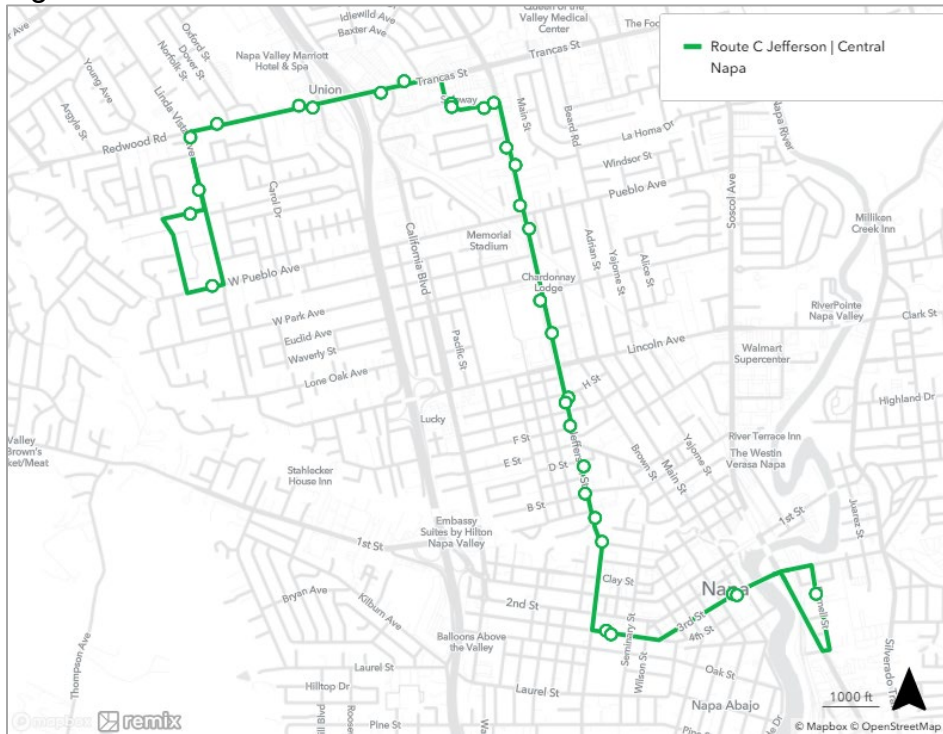


Figure 4: Route D

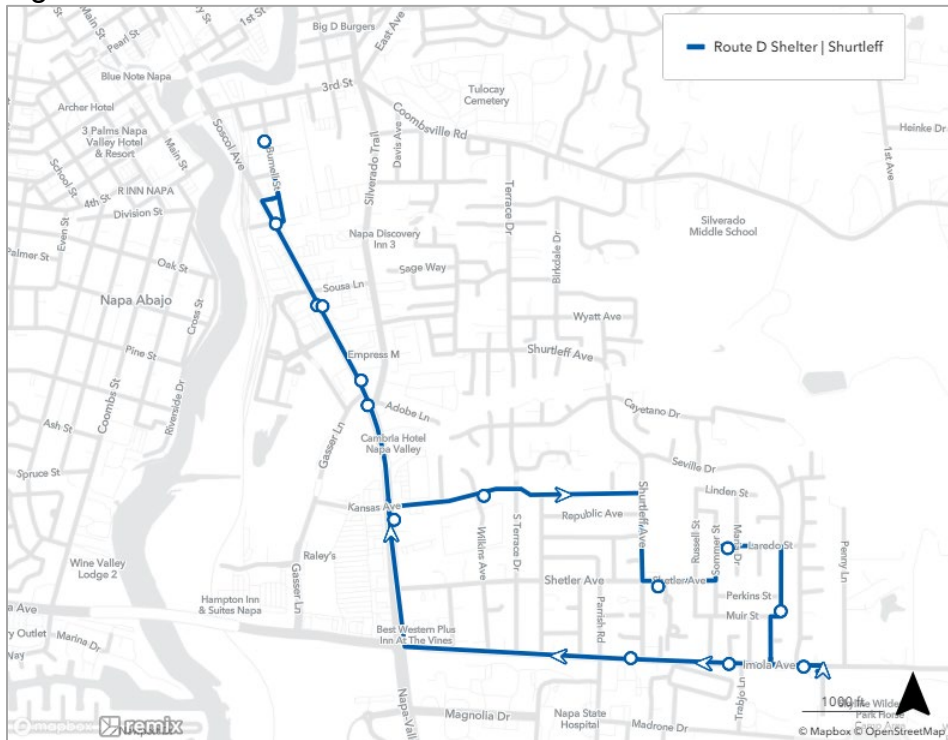


Figure 5: Route E

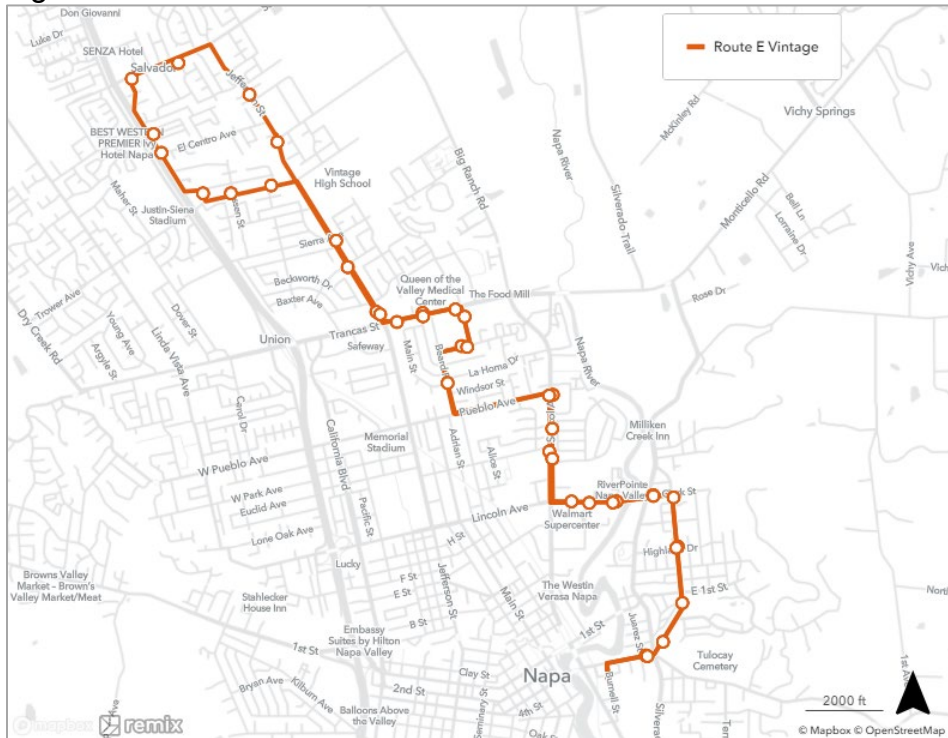


Figure 6: Route F

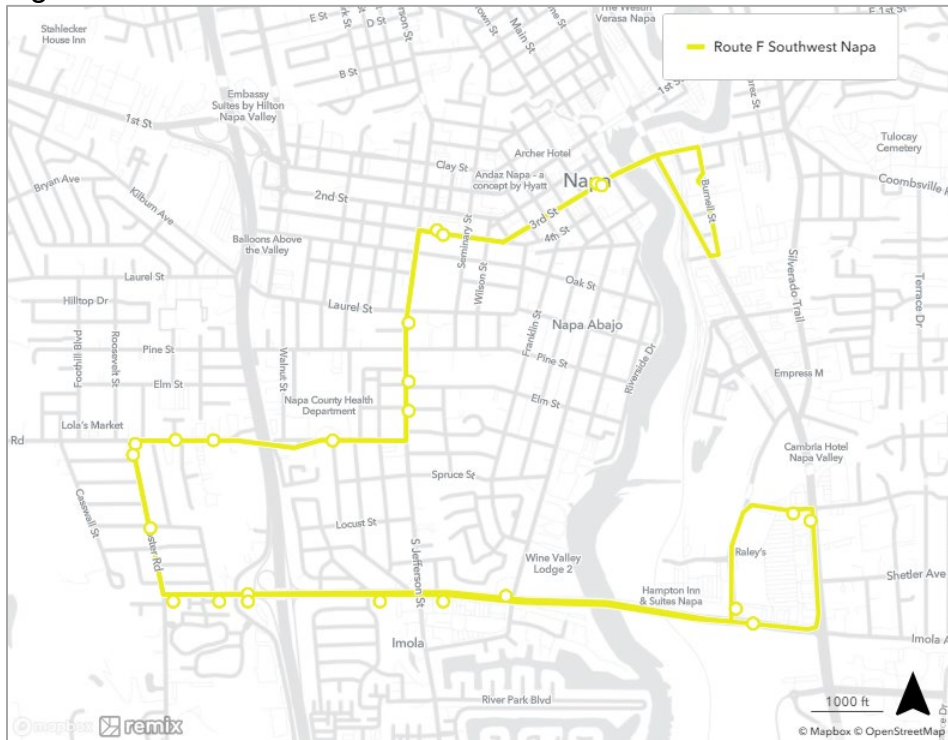


Figure 7: Route G



ATTACHMENT(S)

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative and State Legislative update prepared by Platinum Advisors.

EXECUTIVE SUMMARY

The attached memo from Platinum Advisors summarizes recent federal and state legislative activities respectively. The bill matrix includes bills of interest to NVTA.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov
SUBJECT: Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update (Attachment 1), State Legislative Update (Attachment 2) and State Bill Matrix Update (Attachment 3) prepared by Platinum Advisors.

BACKGROUND

Federal Update:

The debt ceiling negotiations have concluded but not without a significant cost to those federal recipients unable to obligate COVID relief funds or the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funds. At the conclusion of the negotiations, the DOT had roughly \$3.9 billion nationwide in unobligated funds that would need to be obligated before the President's signing of the legislation which occurred on June 3rd, because of deal the Administration cut with the Republican-controlled House. NVTA was able to obligate the last of its funding (roughly \$75,000 which was submitted to the Federal Transit Administration for obligation on May 31st), and Metropolitan Planning Organization and Regional Transportation Planning Organizations around the state worked with Caltrans and the California Transportation Commission to obligate a whopping \$500 million in funding. Last minute obligations in the Metropolitan Transportation Commission region totaled \$43 million.

The House Transportation and Infrastructure Committee advanced HR 1500 that would establish a DOT program to share third-party data with infrastructure planning bodies to improve transportation management capabilities. The committee also passed out of committee HR 3317, the Rolling Stock Protection Act, that would allow transit operators to procure rolling stock from State Owned Enterprises (SOEs) including Chinese-controlled manufacturers.

State Update

The Governor's May Revise was released on May 12 but did not include any relief proposals to shore up the looming *Transit Fiscal Cliff*. It did include a statement that welcomed discussions with legislature on solutions. On Monday, June 12th, an agreement was reached to restore \$2 billion that was cut in Transit and Intercity Rail Capital Program (TIRCP) funds and to allow flexibility to use these funds for operations. An additional \$1.1 billion in cap-and-trade auction revenues will be allocated over 3 years for transit operations. Other changes include additional funding for zero emission capital projects. These changes help but do not go far enough to shore up the \$5 billion transit fiscal cliff, which is the estimated statewide operating revenue shortfall for the 5-year period FYs 2024-2029. Nevertheless, the estimated \$3 billion will aid many operators around the state over the next two or so years. It should be noted that the TIRCP funding does not materially help Bay Area operators because of the large statutory carve out for Southern California, and that Bay Area funding has already been committed to capital projects.

ATTACHMENTS

- (1) May 26, 2023 Federal Update (K&L Gates and Platinum Advisors)
- (2) May 25, 2023 State Update (Platinum Advisors)
- (3) May 25, 2023 Bill Matrix

MEMO

ATTACHMENT 1
NVTA Board Item 11.5
June 21, 2023

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority (NVTA)

FROM: Jessica Aune, Platinum Advisors

DATE: May 26, 2023

RE: May Monthly Report

State of Play and Congressional Update

The main focus on Capitol Hill this month has been the negotiations between Speaker Kevin McCarthy and President Joe Biden as they attempt to reach a compromise to raise the debt limit, which will need to pass both the House and Senate in early June to avoid default. Secretary Janet Yellen has warned Congress that the Treasury could default on their debts as early as June 1st, but Goldman Sachs has estimated that the US will reach this date closer to June 8th. The lead negotiators for Speaker Kevin McCarthy are Congressman Garrett Graves and Congressman Patrick McHenry. President Joe Biden has empowered his senior counselor Steve Ricchetti and Office of Management and Budget (OMB) Director Shalanda Young, who both have strong reputations among the House Republican Caucus, to negotiate for the Administration. While an agreement has not yet been reached, everyone agrees that default is not an option and both sides continue to project confidence that a solution will be reached in time. Talks were expected to continue throughout the Memorial Day holiday. The House of Representatives adjourned on Thursday, May 25th for the Memorial Day recess, but members were informed to be prepared to return to Washington, DC for a potential vote on raising the debt ceiling.

The focus on the upcoming debt ceiling crisis has also delayed other business on Capitol Hill. Both the House and Senate Armed Services Committees postponed markup subcommittee meetings due to concerns over the debt limit. The appropriation committees were also scheduled to begin considering some FY2024 legislation, but this was also postponed due to the lack of clarity on future spending as President Joe Biden and Speaker Kevin McCarthy continue negotiations on the debt limit.

Earlier this month, the House of Representatives passed extensive immigration legislation on the same day that Title 42, which allowed the U.S. government to turn away migrants due to the COVID-19 public health emergency, expired. This legislation includes numerous Republican priorities such as limiting asylum eligibility, resuming construction

of the border wall, requiring employers to use the E-Verify program to confirm an employee's immigration status, and increasing funding and the size of the Border Patrol. The final vote was 219-213, with all Democrats and two Republicans opposing the legislation (Congressman Tom Massie and Congressman John Duarte). This legislation is not expected to move forward in the Senate and a bipartisan solution to address these problems remains elusive. Senator Durbin introduced legislation to respond to the current problems at the Southern Border by increasing border security, but currently only has support from Democrats in the Senate. Senator Krysten Sinema and Senator Tom Tillis, who introduced a potential bipartisan framework for immigration late last year, introduced a narrowly focused bill that would give the administration more authority and flexibility on how to handle migrants at the border, similar to the authority they used under Title 42 during the COVID-19 pandemic. While immigration remains a major focus of this Congress, the issue remains partisan and will be challenging to find a solution.

Congress approved a joint resolution that would overturn a recent emissions regulation implemented by the EPA to drastically curb nitrogen oxide (NOx) and other ground-level pollution from heavy duty truck engines. The resolution is expected to be vetoed by President Biden upon receipt and would likely fail a House vote to overturn the President's veto.

This month, the House Transportation and Infrastructure Committee advanced several pieces of legislation primarily aimed at strengthening U.S. supply chains and preventing future disruptions. The Committee advanced H.R. 2367, a bill to establish a federal grant program for commercial motor vehicle parking projects, and H.R. 3318, which would increase the maximum weight variance for commercial motor vehicles transporting dry bulk goods. The Committee also advanced legislation, H.R. 1500, that would establish a Department of Transportation program to share third-party data with infrastructure planning bodies to improve transportation management capabilities on federal-aid highways. The Rolling Stock Protection Act (H.R. 3317) was also voted out of committee, this legislation would close a loophole that allows public transportation agencies to use Federal Transit Administration (FTA) funds to procure rolling stock from State Owned Enterprises (SOEs), including Chinese-controlled manufacturers. The Supply Chain Improvement Act (H.R. 3375) also advanced through the committee, which would require the Department of Transportation to grant priority consideration to projects that would improve or build resiliency into the supply chain under the INFRA (Nationally Significant Multimodal Freight & Highway Projects) and MEGA (National Infrastructure Project Assistance program) discretionary grant programs.

Pending Legislation of Interest

[H.R. 125](#) — To prohibit the imposition of mask mandates on public transportation.

Sponsor: [Biggs, Andy \[Rep.-R-AZ-5\]](#)

Introduced: 1/9/2023

[H.R.327](#) — To reduce the tax credit for new qualified plug-in electric drive motor vehicles by State subsidies for these vehicles.

Sponsor: [Estes, Ron \[Rep.-R-KS-4\]](#)

Introduced: 1/12/2023

[H.R.490](#) — To establish the Federal Infrastructure Bank to facilitate investment in, and the long-term financing of, economically viable U.S. infrastructure projects that provide a public benefit.

Sponsor: [Webster, Daniel \[Rep.-R-FL-11\]](#)

Introduced: 1/24/2023

[S.63](#) — A bill to adjust the effective date for application of certain amendments made with respect to the credit for new clean vehicles.

Sponsor: [Manchin, Joe, III \[Sen.-D-WV\]](#)

Introduced: 1/25/2023

[H.R.495](#) — To amend the National Environmental Policy Act of 1969 to authorize assignment to States of Federal agency environmental review responsibilities.

Sponsor: [Calvert, Ken \[Rep.-R-CA-41\]](#)

Introduced: 1/25/2023

[H.R.852](#) — To direct the Attorney General to establish a grant program for civilian traffic violation enforcement.

Sponsor: Rep. Torres, Ritchie [D-NY-15]

Introduced: 2/06/2023

[H.R.873](#) — To authorize the Administrator of the Environmental Protection Agency to award grants and contracts for projects that use emerging technologies to address threats to water quality, and for other purposes.

Sponsor: Rep. Donalds, Byron [R-FL-19]

Introduced: 2/08/2023

[S.352](#) — Highway Formula Modernization Act of 2023

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 2/09/2023

[H.R.1665](#) — To direct the Secretary of Transportation to establish a program to provide grants to local governments to install publicly accessible safety charging stations for electric bicycles and scooters, and for other purposes.

Sponsor: Velazquez, Nydia M. [Rep.-D-NY-7]

Introduced: 03/17/2023

[S.876](#) — A bill to establish a 90-day limit to file a petition for judicial review of a permit, license, or approval for a highway or public transportation project, and for other purposes.

Sponsor: Cruz, Ted [Sen.-R-TX]

Introduced: 03/21/2023

[H.R.1668](#) — **To amend title 23, United States Code, with respect to the highway safety improvement program, and for other purposes.**

Sponsor: Blumenauer, Earl [Rep.-D-OR-3]

Introduced: 03/21/2023

[H.R.2664](#) — **Transportation Innovation Coordination Act**

Sponsor: DelBene, Suzan K. [Rep.-D-WA-1]

Introduced: 04/18/2023

[H.R.3082](#) - **MOBILE Act**

Sponsor: Cohen, Steve [D-TN-9]

Introduced: 05/05/2023

[S.1535](#) — **A bill to require the Administrator of the Federal Aviation Administration to promulgate regulations to allow the transport of firefighters on board a covered aircraft operated on a mission to suppress a wildfire, and for other purposes.**

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 05/10/2023

[H.R.3411](#) - **To increase access to higher education by providing public transit grants.**

Sponsor: Fitzpatrick, Brian K. [R-PA-1]

Introduced: 05/17/2023

[H.R.3468](#) — **To direct the Secretary of Energy to establish a grant program to facilitate electric vehicle sharing services operated at public housing projects, and for other purposes.**

Sponsor: Barragan, Nanette Diaz [D-CA-44]

Introduced 05/18/2023

Executive Branch

Department of Transportation (DOT)

The DOT [announced](#) new rulemaking to require airlines to provide compensation and cover expenses for amenities (i.e. meals, hotels, rebooking) when airlines are responsible for stranding passengers via delays or cancellations. The rulemaking is in response to last summer's mass wave of cancellations. DOT also expanded the agency's Airline Customer Service Dashboard to provide consumers with greater transparency about the types of compensation provided by airlines when they are the cause of a cancellation or delay.

Federal Highway Administration (FHWA)

FHWA [announced](#) new guidance providing updated information and guidance to FHWA Division Offices on Federal legislation, policies, and reference materials related to bicycle, pedestrian, and shared micro mobility programs and projects made possible by the Bipartisan Infrastructure Law.

Federal Transit Administration (FTA)

The FTA [announced](#) the selection of six projects in six states to replace aging passenger railcars, improving reliability, safety, and accessibility on the nation's rail transit systems. Funded by the President's Bipartisan Infrastructure Law, the approximately \$703 million in project selections represents first-time funding from the new Rail Vehicle Replacement Program. The program was created to improve safety, service, and the customer experience on subways, commuter rail, and light rail systems.

Federal Aviation Administration (FAA)

The FAA [awarded](#) more than \$100 million to 12 airports across the country to reduce runway incursions. Recipients of funding made available through the FAA's Runway Incursion Mitigation Program will reconfigure taxiways that may cause confusion, install airfield lighting, or construct new taxiways to provide more flexibility on the airfield.

Federal Emergency Management Agency (FEMA)

FEMA [announced](#) \$160 million in additional funding through the Bipartisan Infrastructure Law for states, local communities, tribes, territories and the District of Columbia to build climate and disaster resiliency, including a selection of more than 400 resilience projects and activities. The funding includes \$136 million for the Building Resilient Infrastructure and Communities (BRIC) program and \$24 million for the Flood Mitigation Assistance program. Both programs are part of the Justice40 Initiative, a key pillar of the Biden Administration's environmental justice agenda.

The U.S. Fire Administration [announced](#) the launch of their agency-wide modernization efforts, beginning with the development of a new, interoperable fire information and analytics platform, known as the National Emergency Response Information System (NERIS), for the American fire and emergency services. The platform will integrate data from multiple federal data sets, computer-aided dispatch, and other live data sources to provide local fire and emergency service communities with enhanced analytical tools. These tools will enhance preparedness and responses to hazardous incidents.

Environmental Protection Agency (EPA)

The EPA [released](#) its annual interactive report tracking America's progress in controlling air pollution. Overall, the report indicated that between 1970 and 2022, the combined

emissions of six key pollutants dropped by 78%, while the U.S. economy remained strong — growing 304% over the same time.

The EPA [announced](#) that it is seeking public input to inform the development of the Clean Heavy-Duty Vehicle Program, which will invest \$1 billion to reduce vehicle emissions. The Clean Heavy-Duty Vehicle Program provides funding to offset the costs of replacing heavy-duty commercial vehicles with zero-emission vehicles, deploy infrastructure needed to charge, fuel, and maintain these zero-emission vehicles, and develop and train the necessary workforce.

National Highway Traffic Safety Administration (NHTSA)

The NHTSA [announced](#) that the agency is issuing a request for public comment on new pedestrian crashworthiness tests that measure how well vehicles protect pedestrians outside of the vehicle. The proposed changes to the NHTSA's New Car Assessment Program would provide consumers with updated valuable safety information.

Federal Motor Carrier Safety Administration (FMCSA)

The FMCSA [announced](#) the formation of a new task force to combat predator leasing practices; the Truck Leasing Task Force (TLTF), which will be comprised of 9 members from labor organizations, consumer protection groups, owner-operators, and other business backgrounds. The taskforce, chartered by Transportation Secretary Pete Buttigieg, will issue evaluate lease agreements in the industry and their potential.

PLATINUM | ADVISORS

May 25, 2023

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

May Revise: The Governor released his May Revise, indicating that California's budget deficit has increased by \$9.3 billion to \$31.5 billion, a significant jump from the initial estimate of \$22.5 billion in January. However, when compared to past budget crises, this year's deficit is not as severe. For instance, in 2009, the state faced a budget deficit of \$59.5 billion, which was a much larger proportion compared to the current situation.

Governor Newsom asserts that he is not merely anticipating a recession but rather employing a comprehension of a relatively subdued economic downturn. He said that even a moderately sized recession has the potential to yield a \$40 billion impact on the budget, surpassing the entirety of the current deficit.

Compounding the budgetary challenge is the delayed arrival of a significant portion of state income tax revenue. Due to an extension granted by the IRS and Franchise Tax Board, a substantial share of income tax revenue is now expected to reach California as late as October. This extension has introduced an element of uncertainty into the revenue forecast, casting shadows on the accuracy of the underlying budget projections.

The Legislative Analyst Office (LAO) has expressed concerns about the revenue forecast used for the May Revise. Based on the LAO's projections the "big three" revenue (income tax, corporate tax & sale tax revenue) will be \$11 billion lower than forecast by the Administration. According to the LAO, "the state faces operating deficits throughout the multiyear window, meaning revenues would need to come in above our projections for the budget to be balanced." The LAO points out that in 2021-22 and 2022-23, the Legislature committed to future one-time and temporary spending in 2023-24 and beyond, and most of this spending no longer appears to be affordable. To address the shortfall the LAO suggests the legislature consider reducing the \$11 billion in one-time spending to \$4 billion and eliminate entirely outer year commitments.

Transit: The May Revise did not propose any significant changes to the transportation funding plans outlined in the January Budget. While there have been numerous budget subcommittee hearings regarding the fiscal cliff facing transit operators, the growing deficit compounds the difficulty in addressing the fiscal cliff.

Also, the Revise did not include any transit relief proposals; however, it included a statement that the Administration welcomes discussions with the legislature on potential near and long-term solutions that support public transit operations.

Since the release of the May Revise both the Senate Budget Subcommittee #5 and Assembly Subcommittee #3 adopted several less controversial items that will assist transit operators. The package adopted by both houses includes the following:

- Reject the proposed reductions to the Transit and Intercity Rail Capital Program (TIRCP).
- Adopt trailer bill language that allows for some flexibility to use TIRCP funds for *operations, contingent on meeting specific accountability and reform requirements.*
- Extend existing provisions that temporarily eliminate financial penalties for noncompliance with transit funding efficiency measures in the Transportation Development Act and the State Transit Assistance Program.
- Extend existing provisions that allow for increased flexibility in the use of funds transit operators receive from the State Transit Assistance - State of Good Repair program and the Low Carbon Transit Operations program.
- Create a Task Force to examine ways to improve transit and increase ridership in the long term, including reforming the Transportation Development Act Staff. This Task Force trailer bill would incorporate the content of AB 761 (Friedman).

While these measures are helpful, they fall short of providing the fiscal relief needed by transit operators. The fight for assistance is not over. While a budget will be adopted by the June 15th deadline, the budget process will continue for the rest of session and will include numerous budget trailer bills and budget bill juniors. While the outlook is dire, it's optimism that keeps us going.

Accelerating Infrastructure: Last Friday, Governor Newsom announced a plan, through 11 budget trailer bills and 1 executive order, to expedite hundreds of billions of dollars' worth of large-scale infrastructure projects by curtailing the duration which opponents can legally challenge these projects under the California Environmental Quality Act (CEQA).

While construction unions and industry groups lauded the action taken by the Governor, environmental groups and environmental justice groups expressed concerns, with the Sierra Club stating, "it needs a lot of work." The trailer bills will need to be negotiated with the Legislature through the budget process.

Main Objectives:

- **Speed Up Construction:** Methods offer a streamlined process for project delivery to reduce project timeframes and costs.
- **Expedite Court Review:** Authorize expedited judicial review to avoid long delays on the back end and advance projects without reducing the environmental and government transparency benefits of CEQA.
- **Streamline Permitting:** Accelerate permitting for certain projects, reducing delays and project costs.

- Address cumbersome CEQA processes across the board: Streamlines procedures around document retention and review.
- Maximize Federal Dollars: Allow state to leverage federal dollars for climate projects that cut pollution, with an emphasis on projects that benefit low-income and disadvantaged communities.

Implications for State Projects: Newsom's executive order specifically outlines several areas of spending: "transportation, energy, hydrogen, environmental remediation, broadband, water, the Creating Helpful Incentives to Produce Semiconductors (CHIPS) and Science Act (for semiconductor development), and zero-emission vehicles."

Legislation: At this point in the session, we are nearing the house of origin deadline on June 2nd. This means all bills introduced in the Senate or Assembly must be moved to the second house in order to remain active in this session. All bills that remain in their house of origin become 2-year bills and will not be considered until January of 2024.

At the press conference to release the May Revise, Governor Newsom urges the legislature to show restraint in moving legislation forward that contain significant costs. Governor Newsom stated, "... *I'm the backstop. I want a little expression of a deeper understanding of budgetary constraints. We just, we have to be more disciplined in that.*"

While the Suspense File hearing is the opportune time to practice that discipline, over 70% of the measures on the Suspense File were moved forward. In the Senate Appropriations Committee 326 of the 412 bills on file were approved, and in the Assembly Appropriations Committee 535 of the 755 bills were approved. While bills held on Suspense File are technically not dead, in reality they are dead.

PLATINUM | ADVISORS

May 25, 2023

ATTACHMENT 3
 NVTA Board Item 11.5
 June 21, 2023

TABLE 1: BOARD ADOPTED POSITIONS

	Subject	Status	Board Position
<p>AB 16 (Dixon R) Motor Vehicle Fuel Tax Law: adjustment suspension</p>	<p>Existing law requires the state to annually adjust the tax rate on fuel based on the Consumer Price Index. This adjustment is determined in January, and the adjustment takes effect on July 1st of each year. This annual adjustment was a key change made by SB 1.</p> <p>AB 16 would, starting on July 1, 2024, authorize the Governor to suspend this adjustment based on a determination that the adjustment would impose an undue burden on low-income and middle-class families. AB 16 would impose the following requirements:</p> <p>AB 16 was not heard by the Assembly Transportation Committee before the April 27th deadline for policy committee to act on bills with a fiscal impact.</p>	<p>Assembly Transportation</p> <p>Two-Year Bill</p>	<p>Watch</p>
<p>AB 463 (Hart D) Electricity: prioritization of service: public transit vehicles</p>	<p>The goal of AB 463 is to ensure utilities take into consideration the electricity needs to charge electric buses when planning for power shutoffs.</p> <p>This measure would require the California Public Utilities Commission (CPUC) to consider the economic, social equity, and mobility impacts of a temporary power discontinuance to customers that rely on electrical service to operate public transit vehicles. In addition, AB 463 would require electric utilities to include in their public safety power shutoff plans protocols related to mitigating those public safety impacts on public transit vehicle charging infrastructure.</p>	<p>Assembly Appropriations</p> <p>Held on Suspense File</p> <p>2-Year Bill</p>	<p>Support</p>

	Subject	Status	Board Position
<u>AB 463</u> (Cont.)	Due to the costs this bill would impose on the CPUC, AB 463 was placed on the Suspense File. The CPUC estimated it would cost \$210,000 annually, and a one time cost of \$500,000 to hire a consultant to determine how to rank public transit charging stations.		
<u>AB 540</u> (Wicks D) Social Service Transportation Improvement Act: coordinated transportation services agencies	<p>Assemblywoman Wicks has decided to make AB 540 a two-year bill, meaning it will not move forward this year. The author's office will continue to work with interested parties in an effort to build consensus on addressing paratransit service needs.</p> <p>This bill would amend the Social Services Transportation Improvement Act and impose a \$10 vehicle registration fee.</p> <p>Specifically, the bill would require the <i>coordination</i>, rather than the <i>consolidation</i>, of social service transportation services under the act and would recharacterize consolidated transportation service agencies in the act as coordinated transportation service agencies. The \$10 vehicle fee proposed in the bill would be allocated to each county based on population.</p>	<p>Assembly Transportation</p> <p>Two-Year Bill</p>	Oppose Unless Amended
<u>AB 557</u> (Hart D) Open meetings: local agencies: teleconferences	<p>AB 557 was approved by the Assembly and is now in the Senate.</p> <p>This bill would extend indefinitely the existing authorization for local legislative bodies with a majority vote to hold remote meetings if a proclaimed state of emergency exists. AB 557 would also change the requirement to reauthorize the use of remote meetings from every 30 days to every 45 days.</p>	Senate Governance & Finance	SUPPORT
<u>AB 610</u> (Holden D) Youth Transit Pass Pilot Program: free youth transit passes	<p>AB 610 would create a pilot program that would only take effect if funds are appropriated in the budget.</p> <p>The bill would allow a transit operator to partner with a school district to apply for funds to offset the cost of providing and administering free youth transit passes. The funding program would award funds based on</p>	Assembly Floor	Support If Amended

	Subject	Status	Board Position
AB 610 (Cont.)	<p>an applicant’s proportional share of the funds available.</p> <p>Further, AB 610 includes language that would prohibit a school from receiving funding through this program if these funds would invalidate an existing agreement with a transit agency for free youth transit passes entered before the operative date of this bill.</p>		
<p>AB 817 (Pacheco D) Open meetings: teleconferencing: subsidiary body</p>	<p>The Assembly Local Government Committee hearing on AB 817 was postponed. The bill must be heard before the May 5th hearing deadline for policy committees to remain active.</p> <p>AB 817 would authorize a “subsidiary body” to remotely hold a public meeting if specified conditions are met.</p> <p>The bill defines a subsidiary body to include:</p> <ul style="list-style-type: none"> • certain types of commissions, committees, or other body as defined in paragraph (b) of Government Code Section 54952, • a body that serves exclusively as an advisory body, • a body that is not authorized to take final action on any contract, legislation, regulation, or permit. <p>AB 817 would also require the members of the body to participate through both audio and visual technology. The public must be able to participate in the body’s proceedings either by phone line or through an internet-based platform.</p>	<p>Assembly Local Government 2-Year Bill</p>	SUPPORT
<p>AB 1377 (Friedman D) Interagency Council on Homelessness</p>	<p>As introduced, AB 1377 would add a public transit representative to the Interagency Council on Homelessness’ Advisory Committee. However, the bill has been substantively amended.</p> <p>Under the Homeless Housing, Assistance and Prevention Program, applicants of funds beginning with Round 3 are required to provide data and other information on progress toward meeting the goals of the program.</p>	Senate Desk	Support

	Subject	Status	Board Position
<u>AB 1377</u> (Cont.)	As amended, AB 1377 would add to these reporting requirements data and a narrative of specific and quantifiable steps that the applicant has taken to improve the delivery of housing and services to people experiencing homelessness or at risk of homelessness, on transit properties that operate in their jurisdiction.		
<u>AB 1379</u> (Papan D) Open meetings: local agencies: teleconferences	<p>The Assembly Local Government Committee hearing on AB 1379 was cancelled. Since this bill is “keyed” fiscal it becomes a two-year bill and will not move until January 2024. The reason for this action was likely due to concerns expressed by the committee staff and chair.</p> <p>AB 1379 would amend the Brown Act to allow a legislative body to hold meetings in any combination of in person or remote participation.</p> <p>The bill specifies a quorum can be established by any of the following:</p> <ul style="list-style-type: none"> • Consisting of members participating remotely. • Consisting of members participating at a designated location. • Consisting of members participating remotely and at a designated location. <p>AB 1379 specifies that the “singular designated physical meeting location” must be open to the public and located within the legislative body’s jurisdiction.</p>	Assembly Local Government 2-Year Bill	WATCH
<u>ACA 1</u> (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval	Identical to last session’s proposal, ACA 1 would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. Infrastructure project is defined to include capital improvements to transit and streets and highways.	ASSEMBLY PRINT	Support

	Subject	Status	Board Position
<u>ACA 1 (Cont.)</u>	However, ACA 1 does not allow for the 55% local measure to use the tax revenue for transit operations.		
<u>SB 5 (Nguyen R)</u> Motor Vehicle Fuel Tax Law: limitation on adjustment	Existing law requires the state to annually adjust the tax rate on fuel based on the Consumer Price Index. This adjustment is determined in January, and the adjustment takes effect on July 1 st of each year. This annual adjustment was a key change made by SB 1. Under SB 5 any adjustment shall not exceed 2 percent. Limiting the adjustment will impact the ability for transportation programs to keep pace with inflation.	Senate Governance & Finance 2-Year Bill	Oppose
<u>SB 411 (Portantino D)</u> Open meetings: teleconferences: bodies with appointed membership	SB 411 was approved by the Senate and is now pending in the Assembly. As introduced SB 411 would add additional flexibility by authorizing a legislative body to use alternate teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency. SB 411 was substantively amended in the Senate Committee on Governance & Finance. As amended, SB 411 would only allow neighborhood advisory councils located within the City of Los Angeles to conduct meetings remotely.	Assembly Desk	WATCH
<u>SB 537 (Becker D)</u> Open meetings: local agencies: teleconferences	SB 537 allows for remote participation for legislative bodies that are a board, commission, or advisory body of a “multijurisdictional,” cross county agency, the membership of which board, commission, or advisory body is appointed. Additional restrictions were added to the bill when the Senate Governance & Finance Committee heard it. The new restrictions include: <ul style="list-style-type: none"> • The legislative body adopts a resolution authorizing the use of teleconferencing at regular meetings. 	Senate Floor	WATCH

	Subject	Status	Board Position
<u>SB 537 (Cont.)</u>	<ul style="list-style-type: none"> • At least a quorum of the legislative body shall participate from “<i>locations</i>” within the local agency’s jurisdiction. • A member shall not participate remotely unless both the following are met: <ul style="list-style-type: none"> ○ The remote location must be more than 40 miles away from the in-person meeting location, and: ○ The member participates from their office or a location in a publicly accessible building. 		
<u>SB 670 (Allen D)</u> Transportation: vehicle miles traveled; maps	As amended, SB 670 directs the California Air Resources Board (CARB), in consultation with Caltrans and Office of Planning and Research (OPR), to develop maps of average vehicle miles traveled (VMT) at the local, regional, and statewide levels, and provides direction to how those maps should be reconciled with existing ones.	Senate Appropriations Held on Suspense File 2-Year bill	Watch
<u>SB 769 (Gonzalez D)</u> Local government: fiscal and financial training	SB 769 would require, if a local agency provides any type of compensation, or expense reimbursement to members of its legislative body, to provide the members of the legislative body at least two hours of fiscal and financial training at least once every two years. Fiscal and financial training is defined to include the following: <ul style="list-style-type: none"> • Laws and principles relating to financial administration and short-and long-term fiscal management, • Laws and principles relating to capital financing and debt management, pensions and other postemployment benefits, and cash management and investments. • General fiscal and financial planning principles and any pertinent laws relevant to the local agency official’s public service and role in overseeing the local agency’s operations. 	Assembly Desk	Watch