

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Thursday, October 5, 2017
2:00 PM

NVTA Conference Room

Technical Advisory Committee

All materials relating to an agenda item for an open session of a regular meeting of the Technical Advisory Committee (TAC) which are provided to a majority or all of the members of the TAC by TAC members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the TAC, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTA holidays. Materials distributed to a majority or all of the members of the TAC at the meeting will be available for public inspection at the public meeting if prepared by the members of the TAC or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may speak to the TAC on any item at the time the TAC is considering the item. Please complete a Speaker's Slip, which is located on the table near the entryway, and then present the slip to the TAC Secretary. Also, members of the public are invited to address the TAC on any issue not on today's agenda under Public Comment. Speakers are limited to three minutes.

This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact the Administrative Assistant, at (707) 259-8631 during regular business hours, at least 48 hours prior to the time of the meeting.

This Agenda may also be viewed online by visiting <http://www.nvta.ca.gov/events> or <https://nctpa.legistar.com/Calendar.aspx>, click on the Technical Advisory Committee meeting date you wish to review.

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

1. Call To Order
2. Introductions
3. Public Comment
4. Committee Member and Staff Comments

5. STANDING AGENDA ITEMS

- 5.1 Congestion Management Agency (CMA) Report (Danielle Schmitz)
- 5.2 Project Monitoring Funding Programs* (Alberto Esqueda)
- 5.3 Caltrans' Report* (Ahmad Rahimi)
- 5.4 Vine Trail Update (Erica Ahmann Smithies)
- 5.5 Transit Update (Matthew Wilcox)

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.

6. CONSENT AGENDA

- 6.1 **Meeting Minutes of September 7, 2017 TAC meeting. (Kathy Alexander) (Pages 5-9)**

Recommendation: Approval

Estimated Time: 2:20 p.m.

Attachments: [Draft Minutes.pdf](#)

7. REGULAR AGENDA ITEMS

- 7.1 **Transportation Development Act - Article 3 (TDA-3) Program Revisions FY 2017-18 (Diana Meehan) (Pages 10-11)**

Recommendation: That the TAC recommend to the NVTB Board of Directors to fund the Logvy Park Pedestrian Project shortfall with additional TDA-3 funds.

Estimated Time: 2:20 p.m.

Attachments: [Staff Report.pdf](#)

7.2 Measure T Draft Master Agreement Recommendation and Checklist of Items Needed With Timeline (Alberto Esqueda) (Pages 12-33)

Body: 1). TAC will provide comments on the final Measure T Draft Master Agreement.
2). Staff will provide the TAC a checklist of items required under Measure T that includes a timeline.

Recommendation: That the TAC provide any additional comments and edits to Measure T materials.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report.pdf](#)

7.3 Updating State Highway Operation and Protection Program Priorities (SHOPP) (Kate Miller) (Pages 34-37)

Body: Staff will review the SHOPP priorities and receive comments on changes.

Recommendation: Discussion

Estimated Time: 2:45 p.m.

Attachments: [Staff Report.pdf](#)

7.4 Shared On Call Engineering Concept (Herb Fredricksen) (Pages 38-70)

Body: Staff will review the concept of sharing a request for qualifications (RFQ) for various engineering disciplines with the jurisdictions.

Recommendation: Discussion

Estimated Time: 3:00 p.m.

Attachments: [Staff Report.pdf](#)

7.5 Legislative Update* (Kate Miller)

Body: Staff will review the state and federal legislative updates.

Recommendation: Information only.

Estimated Time: 3:10 p.m.

7.4 October 18, 2017 NVTA Board Meeting Draft Agenda* (Kate Miller)

Body: Staff will review the October 18, 2017 NVTA Board meeting draft agenda.

Recommendation: Information only.

Estimated Time: 3:20 p.m.

8. FUTURE AGENDA ITEMS

9. ADJOURNMENT

9.1 Approval of Next Regular Meeting Date of November 2, 2017 and Adjournment.

I, Kathy Alexander, 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., on Thursday, September 28, 2017.

Kathy Alexander (e-sign)

Kathy Alexander, Deputy Board Secretary

*Information will be available at the meeting

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes Technical Advisory Committee

Thursday, September 7, 2017

2:00 PM

NVTA Conference Room

1. Call To Order

Chair Whan called the meeting to order at 2:03 p.m.

Present: 11 - Vice Chair Nathan Steele
Jason Holley
Mike Kirn
Brent Cooper
Chairperson Eric Whan
Joe Tagliaboschi
Dana Ayers
Lorien Clark
Juan Arias
Doug Weir
Erica Ahmann Smithies

Absent: 1 - Ahmad Rahimi

2. Introductions

Public present:
Adam Dankberg, Kimley Horn
Kerri Dorman, Town of Yountville
Philip Sales, Napa Valley Vine Trail
Barry Eberling, Napa Valley Register

3. Public Comment

No public comment was received.

4. Committee Member and Staff Comments

Diana Meehan, NVRTA - Cards for the Napa Countywide Bicycle Plan Update with a Wikimap link have been distributed.

[Erica Ahman Smithies joined the meeting at 2:06 p.m.]

[Jason Holley joined the meeting at 2:08 p.m.]

[Dana Ayers joined the meeting at 2:09 p.m.]

Nathan Steele, Town of Yountville - In the middle of Phase 2 of the General Plan Update which includes public workshops.

Jason Holley, City of American Canyon - Council awarded the Napa Junction project to Ghilotti Brothers; most of the work will be done at night.

Mike Kim, City of Calistoga - Lincoln Avenue will be closed Sunday from 1 - 11 p.m. for the Harvest Table. Traffic will be detoured to Dunaweal and Tubbs Lane. A micro-surfacing contract was awarded as well as an overlay contract.

5. STANDING AGENDA ITEMS

5.1 Congestion Management Agency (CMA) Report (Danielle Schmitz)

Report by Danielle Schmitz.

There was no CMA meeting in August, however, there has been a lot of activity regarding SB 1 and Regional Measure 3, which will be covered under Item 7.6.

5.2 Project Monitoring Funding Programs* (Alberto Esqueda)

Danielle Schmitz reviewed the updates to the Project Monitoring Spreadsheets.

5.3 Caltrans' Report* (Ahmad Rahimi)

No report - Ahmad Rahimi was unable to attend the meeting.

5.4 Vine Trail Update (Erica Ahmann Smithies)

Erica Ahman Smithies invited Philip Sales to provide an update.

Philip provided an update on the three Ehlers Lane easements issue:

1. One owner has indicated they are willing to provide an easement, the Napa Valley Vine Trail Coalition (NVVTC) has presented a formal offer.
2. NVVTC anticipates the offer it made to a second property owner will be accepted.
3. The manager of the remaining property agreed to present an offer to the property's board of directors.

Juan Arias and Herb Fredricksen are working on a solution to the section of the Oak Knoll segment that is cracking.

5.5 Transit Update (Matthew Wilcox)

Report by Matthew Wilcox.

- The administrative draft of the Comprehensive Operations Analysis should be released in a few weeks.
- The Board is scheduled to revisit the discontinuation of the Route 25 at the September 20th Board meeting.
- Dispatch system software - a custom scheduling app for the shuttle systems in Napa County is being developed for public use. Training and testing will begin this month on the "back office" dispatch side.

6. CONSENT AGENDA

6.1 Meeting Minutes of July 13, 2017 TAC Meeting (Kathy Alexander) (Pages 5-11)

Motion MOVED by Member Tagliaboschi, SECONDED by Member Weir, that the July 13, 2017 TAC Minutes be APPROVED as presented. The motion passed with the following vote:

Ayes: Chair Whan, Vice Chair Steele, Member Kirn, Member Tagliaboschi, Member Ayers, Member Clark, Member Arias, Member Ahman Smithies, Member Weir.

Nays: None

Abstentions: Member Holley

[Brent Cooper joined the meeting at 2:12 p.m.]

7. REGULAR AGENDA ITEMS

7.1 Draft Express Bus Study (Alberto Esqueda) (Pages 12-14)

Danielle Schmitz introduced Adam Dankberg of Kimley Horn and announced that staff will request that the Board release the Express Bus Study Draft for public comment at its September meeting.

Mr. Dankberg reviewed the objectives of the Express Bus Study and then presented the near term, mid and long term improvement options.

After a few concerns regarding the options were expressed by TAC members, Ms. Schmitz reminded the TAC that the suggested improvements are options, not all options would be selected for implementation, and several options would require further study.

7.2 2018 Regional Transportation Improvement Program (RTIP) Call for Projects (Danielle Schmitz) (Pages 15-21)

Danielle Schmitz reviewed the process to date and the recommended project list (Attachment 1) noting there is a correction to Item # 3 Devlin Road and Vine Trail

Extension (American Canyon) will be reduced by \$150,000 which will be set aside for programming only if it is needed for the Jameson Canyon Mitigation. If the \$150,000 is not needed, the funds will return to the RTIP fund.

MOTION by HOLLEY, SECOND by AHMAN SMITHIES to recommend that the NVRTA Board approve the RTIP project list in Attachment 1 with the \$150,000 reduction to the Devlin Road and Vine Trail Extension Project, resulting in a revised amount of \$4.151 million, in order to set aside \$150,000 for the Jameson Canyon Mitigation. The motion was unanimously approved.

7.3 Transportation Fund for Clean Air (TFCA) Fiscal Year End (FYE) 2018 Program Project List (Diana Meehan) (Pages 22-35)

Diana Meehan reviewed the Fiscal Year 2018 Transportation Fund for Clean Air Project list (Attachment 1).

MOTION by HOLLEY, SECOND by KIRN to recommend the NVRTA Board APPROVE the Resolution to allocate \$167,502 and adopt the TFCA Program Manager Projects List for Fiscal Year End 2018. The motion was unanimously approved.

7.4 Measure T Maintenance of Effort (MOE) (Alberto Esqueda) (Pages 36-52)

Danielle Schmitz provided an update on the Measure T Maintenance of Effort (MOE) and methodology paragraphs received to date as well as the outstanding items. Staff will provide a more refined MOE Draft Expenditure Plan at the October meeting.

Kate Miller recommended the jurisdictions provide clarification and more detail in the methodology paragraphs and to be sure to include one-time expenses such as storm damage repair. Ms. Miller invited the jurisdictions to contact her if they have questions.

The Master Agreement and Resolution will be sent to the TAC for comments, and the final will be provided at the October meeting along with the Checklist of Items Needed and Timeline.

Eric Whan requested that it is made very clear that the list of eligible projects is just a sample of types of eligible projects but it is not a complete list of eligible projects, and is subject to revision, particularly as technologies change.

7.5 Travel Behavior Study Draft Scope of Work (Shaveta Sharma) (Pages 53-57)

Shaveta Sharma reviewed the draft Travel Behavior Study Scope of Work and invited the TAC to provide any data requests by September 15, 2017.

Member Holley requested statistics on SR 29 commute traffic, particularly during peak hours, with origin/destination information.

Ms. Miller noted a comparison with the 2014 Travel Behavior Study should be included.

7.6 Senate Bill 1 - Program Updates (Kate Miller/Danielle Schmitz) (Pages 58-65)

Danielle Schmitz encouraged the TAC to utilize Attachment 1, the League of California Cities Toolkit.

Kate Miller will attend an SB 1 workshop on September 8th.

Additionally Ms. Miller provided an update on the progress of the California Transportation Commission's (CTC's) guidelines development, noting that staff is advocating for maximum flexibility of funding.

Ms. Schmitz reported that applications for the first round of funding will be due January 31, 2018. The CTC will adopt the guidelines in October.

Ms. Schmitz noted that one of the requirements for major road rehabilitation projects is a useful road life of 15 years and staff is advocating to reduce the 15 years requirement.

The TAC expressed concern about that requirement as pavement does not last 15 years.

Member Tagliaboschi expressed concerns about the language in SB 1 regarding the use of labor expenses for the maintenance of effort.

Danielle Schmitz will follow up with CTC regarding that issue.

7.7 Legislative Update* (Kate Miller)

Kate Miller reviewed the Legislative Update.

7.8 September 20, 2017 NVTA Board Meeting Draft Agenda* (Kate Miller)

Kate Miller reviewed the September 20, 2017 NVTA Board draft agenda.

8. FUTURE AGENDA ITEMS

Final review of Measure T items: Master Agreement, Resolution and Checklist of Items Needed and Timeline.

9. ADJOURNMENT

9.1 Approval of Next Regular Meeting Date of October 5, 2017 and Adjournment.

The meeting adjourned at 3:37 p.m.



NAPA VALLEY TRANSPORTATION AUTHORITY TAC Agenda Letter

TO: Technical Advisory Committee
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Associate Planner
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: TDA-3 Program Revisions FY 2017-18

RECOMMENDATION

That the Technical Advisory Committee recommend funding the Logvy Park Sidewalk Project for an additional \$48,640 in TDA-3 funds for FY 2017-18.

EXECUTIVE SUMMARY

The FY 2017-18 TDA-3 Program of Projects Resolution 17-07 was adopted by the NVTA Board in May 2017. Submission of the Countywide Claim to Metropolitan Transportation Commission (MTC) requires inclusion of a resolution of local support for each project application. Resolutions are not due at the time applications are submitted, but are due prior to submission of the countywide claim to MTC. NVTA staff requested resolutions from project sponsors in May. Resolutions were received in August and September from two project sponsors – Calistoga and the County of Napa. The Town of Yountville project will require additional outreach and has been removed from the TDA-3 Program leaving \$167,337 available to fund project shortfalls or rollover into the FY 2018-19 TDA-3 program.

The City of Calistoga is requesting \$48,640 of the remaining TDA-3 funds to fill a funding shortfall for the Logvy Park Sidewalk Project. Staff recommends this amount be programmed to complete the Logvy project and the remaining \$118,697 be carried over to the TDA-3 FY2018-19 cycle. The Call for Projects for TDA-3 FY 2018-19 cycle will take place in February 2018.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, \$167,337 is available for project allocation for FY 2017-18 TDA-3 Program Cycle

BACKGROUND AND DISCUSSION

The TDA-3 program is a grant program funded by approximately 2% of the ¼ cent Statewide Sales Tax. This generates approximately \$150,000 per year in revenues for Napa jurisdictions. The purpose of the TDA-3 program is to provide grants for local bicycle and pedestrian projects. Priority is given to capital projects. Planning is a permissible activity under TDA-3 revenues but the funds can only be used for comprehensive planning activities every 5 years per jurisdiction. Unallocated funds are rolled over for programming to projects in Napa County in future years. The MTC accepts project applications annually. Projects must be completed within two (2) years plus the fiscal year of allocation.

Four projects were approved for funding for the FY2017-18 Cycle shown in Table 1

Table 1

Project Title	Project Sponsor	TDA-3 Funding	Total Project Cost
Vine Trail Maintenance-Oak Knoll segment-1year	County of Napa	\$11,767	\$33,534
Washington Park Subdivision-ADA Improvements	Town of Yountville	\$167,337	\$190,000
Logvy Park Sidewalk Installation-Washington St.-Pedestrian Lighting	City of Calistoga	\$10,000	\$52,000
Bicycle Education Program	City of Calistoga	\$12,000	\$12,000

Upon NVTA's request for project resolutions of local support from project sponsors, the Town of Yountville notified staff it will require more time to adopt their resolution of local support. MTC Resolution 4108 requires claims be submitted as a package, not individually. Staff recommended to Yountville that their project be removed from the FY 2017-18 cycle and resubmitted in the FY 2018-19 cycle to not delay the remaining projects.

The City of Calistoga Logvy Park Sidewalk Project has a funding shortfall of \$48,640 and has requested additional funds to cover the shortfall. Staff recommends this amount be programmed to complete the Logvy project and the remaining \$118,697 be carried over to the TDA-3 FY2018-19 cycle.

SUPPORTING DOCUMENTS

Attachment(s): None



NAPA VALLEY TRANSPORTATION AUTHORITY TAC Agenda Letter

TO: Technical Advisory Committee (TAC)
FROM Kate Miller, Executive Director
REPORT BY: Alberto Esqueda, Associate Planner
(707) 259-5976 | aesqueda@nvta.ca.gov
SUBJECT: Measure T Overview and Discussion

RECOMMENDATION

Information only

EXECUTIVE SUMMARY

The Independent Taxpayer Oversight Committee (ITOC) is required by Measure T to review the minimum maintenance of effort, and the 5-year expenditure plan developed by NVTA in coordination with the jurisdictions. The ITOC's official first meeting will be in early 2018. The 5-year plan will include proposed projects for each jurisdiction funded by Measure T. The expenditure plan will also include the proposed projects and expenditures to meet the 6.67% Measure T Equivalent for Class 1 projects.

Staff has circulated the Draft Measure T Master Agreement and Attachments for TAC's review and comment. These documents have also been circulated with the jurisdictions' financial staff and the ITOC at its August 2014 meeting. Once the TAC has affirmed the final materials, jurisdictions are free to go to their governing bodies with their Measure T expenditure plans and resolutions.

Jurisdictions eligible to receive Measure T revenues are also subject to the Maintenance of Effort (MOE) provision. This provision establishes a minimum general funds expenditure threshold equal to the average amount a jurisdiction expended in Fiscal Years 2007-08, 2008-09, 2009-10 on local streets and roads maintenance and supporting infrastructure within the public right of way. All agencies were asked to submit their maintenance of effort amount with supporting documentation to demonstrate MOE for those three fiscal years by June 30, 2017. The documentation should include the approach or methodology used to develop the MOE.

Multiple comments and inquiries were received from jurisdictions regarding the ordinance's language, eligible expenses, expenditure plan, and MOE, among other topics.

Staff and NVTA counsel have been engaged in providing responses to the inquiries, while some of the ordinance's text is clear other text leaves room for interpretation and for that reason NVTA will develop an interpretation document to clarify ambiguous language.

FISCAL IMPACT

Is there a fiscal impact? No

BACKGROUND AND DISCUSSION

On November 6, 2012, the voters in Napa County approved Measure T, the Napa Countywide Road Maintenance Act. Measure T is a ½% sales tax expected to generate over \$400 million over a 25-year period beginning July 1, 2018, when the Measure A Flood Tax expires. Measure T is to be used for the rehabilitation of local streets and roads.

In order for jurisdictions to receive Measure T revenues, jurisdictions collectively must demonstrate that at least 6.67% of the amount (henceforth referred to as "Measure T Equivalent") of Measure T revenues received each year is being committed to Class I bike lane projects identified in the adopted Countywide Bicycle Plan/Active Transportation Plan, using funds not derived from the Measure T Ordinance.

To meet the MOE requirements, each jurisdiction should provide a summary of how its MOE is defined how it is calculated and what typical activities/treatments make up the MOE. Thereafter, each jurisdiction will submit its annual MOE certification report and audit. Jurisdictions that have included expenditures that are not deemed Measure T relevant should separately isolate and substantiate those expenditures for consideration from the NVTA and ITOC to remove them from calculations that establish that jurisdiction's 3-year average. The purpose of the methodology memos requested from each jurisdiction are intended to describe each jurisdiction's approach, isolate one time expenditures, and to specifically describe the expenditure line items included in the methodology.

The Ordinance requires that 99% of the revenues be allocated directly to the jurisdictions, with 1% set aside for NVTA's administrative costs. The Ordinance doesn't define marketing requirements beyond project site signage outlined in Section 23 and the publication of a biennial report to the community in all local Napa County newspapers of general circulation required in Section 11.B.1.e. NVTA is proposing a more robust campaign to improve transparency, expand trust of local government and encourage community support for future ballot measures.

A successful marketing campaign will feature strong visuals with clear messaging. NVTA staff has met with Public Information and Outreach staff of the member jurisdictions. The Measure T logo has been vetted with those groups and is widely accepted.

Jurisdictions' Responsibilities:

- Provide NVTA with the maintenance of effort for the years 2007-08, 2008-09, 2009-10 with supporting documentation, as noted above, by **June 30, 2017**.
- Provide the ITOC with the annual MOE certification report, supporting documentation as noted above, and audit to meet the maintenance of effort requirement by **early 2018**.
- Biennially, submit to NVTA a 5-year expenditure plan **December 31, 2017**.
- Submit any updates to the 5-year plan, as needed.
- Provide NVTA with expenditures in meeting the Class I multipurpose path goal. A separate validation will be required.
- Provide proof of project expenditures (e.g. invoice, etc. to be determined working with Finance staff as noted below).
- Propagate Measure T's marketing campaign.

NVTA's Responsibilities:

- Develop the 5-year Measure T Expenditure Plan.
- Validate MOE and Class I Multipurpose Path requirements.
- Provide quarterly Measure T reports to the NVTA Board and ITOC.
- Provide recommendation of jurisdictions' draft expenditure plans to ITOC and the NVTA Board.
- Seek approval from the NVTA Board and ITOC on expenditure plans and allocations.
- Create allocation plan and allocate Measure T revenues.
- Coordinate meetings with utility providers.
- In coordination with project auditor, validate project eligibility
- Develop marketing plan, tools, and coordinate implementation.
- Hold a publicly noticed meeting annually with the participation of the ITOC to consider findings and recommendations of audits.
- Develop a biennial report to the community in all local Napa County newspapers.

Measure T Ordinance Revenue Distribution Formula:

American Canyon	7.70%
Calistoga	2.70%
Napa	40.35%
Napa County	39.65%
St. Helena	5.90%
Yountville	2.70%
	99.00%
1% Admin	1.00%
TOTAL	100.00%

Next steps:

Municipalities were asked to submit a list expenses and/or typical activities paid by their MOE, e.g. street lighting, traffic signals, and landscaping, to clarify expenditures eligible under Measure T. From that list of submitted expenses a list of eligible expenses was drafted. While most municipalities have submitted MOE documentation at the time of this report various nuances remain to be resolved. A constructive discussion would best benefit the committee at this point to identify and coincide on an eligible list of expenses to present before the Independent Taxpayer Oversight Committee (ITOC) for their approval.

SUPPORTING DOCUMENTS

Attachment(s):

- (1) Draft Measure T Master Agreement
- (2) Draft Measure T Resolution
- (3) Draft Expenditure Plan Template
- (4) Draft Measure T Progress Report
- (5) Draft Measure T Accounting, Reporting and Auditing Guidelines
- (6) Measure T Timeline

**MASTER FUNDING AGREEMENT
THE NAPA VALLEY TRANSPORTATION AUTHORITY
AND**

NVTA AGREEMENT NO. _____

This Agreement is made this ____ day of _____, 201_, by and between the Napa Valley Transportation Authority, a California Joint Powers Authority, hereinafter referred to as "NVTA", and _____, hereinafter referred to as "Recipient."

SECTION 1. RECITALS

1. The voters of Napa County approved Measure T at the General Election held on November 6, 2012, thereby authorizing NVTA to administer the proceeds from a one-half cent transaction and use tax.
2. The tax proceeds will be used to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County ("Local Agencies") as set forth in Measure T.
3. Under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This Agreement is entered into by and between NVTA and Recipient to document the funding conditions necessary for the Recipient to receive sales tax disbursements. This Agreement consists of additional documents which are incorporated in the Agreement by reference.

TERMS

SECTION 3. BIKE LANE FUNDING. Prior to any disbursements under this Agreement, the Local Agencies must demonstrate to NVTA that they have committed a collective 6.67% in eligible revenues of the value of the total annual allocations of Measure T funds to Class 1 Bike Lane projects identified in the adopted Countywide Bicycle Plan, as that Plan may be amended from time to time and as provided in the Measure.

SECTION 4. MAINTENANCE OF EFFORT. Prior to January 1, 2018 Recipient shall provide the Maintenance of Effort amount with supporting financial documentation from Fiscal Year 2007-08, 2008-09 and 2009-10 including a memorandum detailing the methodology utilized so that its average fiscal year street and roads costs can be determined. That amount will be deemed Recipient's "Maintenance of Effort," which must be maintained annually throughout the term of the Measure from the Recipient's General Fund. At the beginning of each fiscal year, Recipient must certify to NVTA that it will meet its Maintenance of Effort expenditures that fiscal

year, and must provide a copy of its Street Report by January 1st each calendar year showing that the Maintenance of Effort was met the prior fiscal year. In the event Recipient does not meet its requirement for local Maintenance of Effort for a period of three years, recipient's allocation will be withheld until a plan to meet the Maintenance of Effort amount moving forward has been approved by the Authority.

SECTION 5. EXPENDITURE PLAN. No later than January 1, 2018, and at least biennially thereafter, Recipient shall provide NVTA its Measure T five year expenditure plan.

SECTION 6. ALLOCATION & DISBURSEMENT

NVTA shall allocate to the Recipient on a quarterly basis by the 20th day following the end of each quarter a sum allotted to Recipient under Measure T provided Recipient has complied or will comply with the terms of this Agreement. The allocated funds will be disbursed to Recipient upon application certifying that projects are consistent with the 5 year expenditure plan.

SECTION 7. COST ELIGIBILITY

Cost eligibility shall be determined by NVTA based upon Recipient's approved biennial five-year project list. Funds may be expended only for streets and roads project(s) included on the project list.

SECTION 8. BUDGET AND SCOPE

Recipient shall maintain a project(s) or program budget. Recipient shall carry out the project(s) and shall incur obligations against and make disbursements of Measure T revenues in conformity with the Master Agreement's requirements and the budget.

SECTION 9. PROJECT MANAGEMENT

Recipient shall be responsible for the project(s) and provide for the management of consultant and contractor activities for which Recipient contracts, including responsibility for schedule, scope and budget.

SECTION 10. PROJECT OVERSIGHT

Recipient shall cooperate with NVTA staff or its Measure T consultants for project information and financial information necessary to fulfill the requirements outlined in NVTA Ordinance No. 2012-01; the Napa County Road Maintenance Act.

SECTION 11. ATTRIBUTION AND SIGNAGE

If any portion of Measure T revenues is used for production of reports, acknowledgment of the NVTA's role shall be included in the documents. If any project(s) funding receives \$250,000 or more, Recipient shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign or signs at the construction site identifying Measure T Napa County Road Maintenance Act Tax Funds and NVTA (e.g., NVTA, Measure T and Recipient's logos – "Your Measure T Sales Tax Dollars at Work"). Recipient shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of future Measure T allocations.

SECTION 12. PRESS RELEASES

Recipient shall notify NVTA in advance of any press releases about project(s) and program activities, particularly groundbreakings and ribbon cuttings, in connection to Measure T revenues expended from this Agreement.

SECTION 13. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this Agreement, Recipient shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 14. ENVIRONMENTAL COMPLIANCE

Recipient shall comply with the requirements under the California Code of Regulations Title 14, Chapter 3, Sections 1500 et seq of CEQA.

SECTION 15. FINANCES

All costs charged to the project(s) shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges.

SECTION 16. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project(s) shall be maintained by Recipient for a period of five (5) years after the later of project(s) closeout or termination of Agreement. Such project(s) documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project(s).

SECTION 17. ELIGIBLE EXPENSES

Recipient shall expend funds only on eligible direct expenses as follows: operating costs, direct staff time (salary and benefits), consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. Funds shall also be expended according to the applicable provisions of the Expenditure Plan and of the Public Utilities Code Section 180000 et seq.

If in the course of an audit or a semi-annual expenditure review it is determined that an ineligible expense(s) was made, the Recipient will be required to transfer the amount of ineligible expense into the Special Revenue Fund from any source other than Measure T Funds.

NVTA shall provide notice to Recipient of any audit determination if any expenditure made by Recipient is found not to comply with this Agreement, the Expenditure Plan or Measure T promptly after NVTA becomes aware of any such finding.

SECTION 18. AUDITS

Recipient shall cooperate with and allow NVTA's Auditor, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Measure T projects, and to audit the books, records, and accounts of the Recipient and its contractors. Recipient shall see Accounting, Reporting and Auditing Guidelines (Exhibit C).

SECTION 19. THIRD PARTY CONTRACT AUDITS

NVTA reserves the right to request an audit of other third party contracts for any reason related to Measure T. If Recipient is subject to third party financial audit requirements imposed by another funding source, for a project(s) related to Measure T, copies of audits performed in fulfillment of such requirements shall be provided to the NVTA.

SECTION 20. PROJECT REPORTING AND CLOSEOUT PROCEDURES

Recipient shall provide to NVTA a Semi-Annual Update on Expenditures as show in Accounting, Reporting and Auditing Guidelines (Exhibit C).

SECTION 21. INDEMNIFICATION

To the fullest extent permitted by law, NVTA and Recipient shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. 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, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

SECTION 22 INTEGRATION

This Agreement represents the entire agreement of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 23. AMENDMENT

Except as otherwise provided herein, this Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Notwithstanding the foregoing, non-substantive procedural amendments may be made if approved by all of the cities', town's, and County's Public Works Directors and the NVTA Board.

SECTION 24. INDEPENDENT AGENCY

Recipient performs the terms and conditions of this Agreement as an entity independent of NVTA. None of Recipient's agents or employees shall be agents or employees of NVTA.

SECTION 25. ASSIGNMENT

The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 26. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of NVTA or Recipient, as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

SECTION 27. LEGAL EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this Agreement and the transactions hereby contemplated. Recipient may not use Measure T funds, or other NVTA or NCTPA programmed funds, for the aforementioned purpose.

SECTION 28. SEVERABILITY

Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 29 ACCEPTANCE OF ALLOCATION

Recipient does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this Agreement are true and correct and does hereby accept NVTA's allocations and agrees to all of the terms and conditions of this Agreement. The parties have executed this Agreement as of the date first written above.

SECTION 30. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

EXHIBIT A: Project Application & Expenditure List

EXHIBIT B: Sample Resolution

EXHIBIT C: Accounting, Reporting and Auditing Guidelines

DRAFT

RESOLUTION No. X-X

**A RESOLUTION OF THE CITY OF XXX
APPROVING PROJECTS UNDER MEASURE T PROGRAM**

WHEREAS, on November 6, 2012 the voters of Napa County passed a half cent sales tax to provide supplemental funding for road maintenance as detailed in the Measure T Expenditure Plan; and

WHEREAS, the Napa Valley Transportation Authority is the designated agency that administers and oversees the Measure T revenues; and

WHEREAS, the [City/Town/County of XX] is an eligible recipient of Measure T funds; and

WHEREAS, the tax proceeds will be used to pay for the projects outlined in the Measure T Expenditure Plan allocated to the County of Napa and the cities and town within Napa County ("Local Agencies") as set forth in Measure T; and

WHEREAS, under the Measure T Expenditure Plan, Measure T funds are provided to the Local Agencies to be used for streets and roads projects as defined in the Measure; and

WHEREAS, the [City/Town/County of XX] has entered into a Master Agreement with NVTA to determine procedures for Measure T expenditures, and

WHEREAS, the [City/Town/County of XX] provided a draft five-year project list for the expenditure of Measure T funds as required by the Measure; and

WHEREAS, it has been determined by the NVTA Board that these expenditures meet the requirements of the Measure T Master Agreement;

WHEREAS, Measure T project(s) will comply with the requirements of the California Code Regulations Title 14, Chapter 3, Sections 1500 et seq (CEQA);

NOW, THEREFORE, BE IT RESOLVED by the [City/Town Council of XX/County Board of Supervisors] as follows:

1. The [Council/Board of Supervisors] hereby adopts the five-year project list as set forth in Exhibit "A," and authorizes the Public Works Director to file the list with NVTA.

Passed and adopted this X day of XXX, 2014.

Chair

Ayes:

Nays:

Absent:

ATTEST:

Clerk

APPROVED:

Attorney

Measure T Napa Countywide Road Maintenance Act

Application for Funding

Jurisdiction Name:

Primary Contract #1 Email: Phone:

Secondary Contract # Email: Phone:

Staff Member
Completing LS&R Email: Phone:

Maintenance of Effort (MOE)

Please provide the following information to establish MOE amounts and to validate information:

1. Attach copies of Local Streets and Roads State Controller Reports for three years - FY 2007-08, FY 2008-09, FY 2009-10
2. Attach independent auditors validation for *each* Local Streets and Roads State Controller Report
3. Enter MOE Amounts Claimin FY 2007- FY 2008- FY 2009-

Please note: Eligible expenses include local streets and roads maintenance and supporting infrastructure within the public right of way for pavement, sealing, overlays, reconstruction, associated infrastructure, as required, excluding any local revenues expended for the pupose of storm damage repair as verified by an independent auditor. One time allocations that have been expended for local streets and road maintenance, but which may not be available on an ongoing basis shall not be considered when calculating an Agency's annual maintenance of effort.

Measure T: Progress Report

Due March 31st and September 30th

ATTACHMENT 4
TAC Agenda Item 7.2
October 5, 2017

Jurisdiction:

Qtr:

Amount of funds in Special Measure T Revenue Fund:

Measure T Project No.	Project Name	Program	Measure T Funds	Other Funds	Total Project Cost	Project Start Date	Location	Project Status	Estimated Completion Date
		surface treatment							
		surface treatment							
		surface treatment							
		surface treatment							
		surface treatment							
		surface treatment							
		surface treatment							
		surface treatment							
		surface treatment							
TOTALS			\$0	\$0	\$0				

Class I Path Tracking						
Project Name	Project Description	Location	Total Cost	Funding Source	Start Date	Estimated Completion Date

Napa County
Measure T – Transportation Tax
Accounting, Reporting and Auditing Guidelines

1. Fund structure for Measure T Funds held by NVTA (held in County Treasury)

Fund 8310 – Napa Valley Transportation Authority
 Dept 830 – Napa Valley Transportation Authority
 Division 83100 – Napa Valley Transportation Authority
 Sub-Division 83100-00 – NVTA Administration
 83100-01 – NVTA Unincorporated County
 83100-04 – NVTA City of American Canyon
 83100-02 – NVTA City of Napa
 83100-05 – NVTA Town of Yountville
 83100-06 – NVTA City of St. Helena
 83100-07 – NVTA City of Calistoga

Each sub-division will maintain its own cash accounts and fund balance.

2. Receipt of Tax Allocations and Interest to the Authority

Each Sub-division will receive the direct allocation of sales tax proceeds at the time funds are received monthly by NVTA. Sales tax revenues received will be recorded in account #41400 – *Sales and Use Tax*.

Allocation to agencies specified in Ordinance No 2012-01 is as follows:

City of American Canyon	7.70%
City of Calistoga	2.70%
City of Napa	40.35%
County of Napa	39.65%
City of St. Helena	5.90%
Town of Yountville	2.70%
Authority Administration	1.00%
Total	100.00%

The Board of Equalization administration fee (estimated 1 to 1.5%) is deducted from the gross receipts prior to calculating the Measure T allocations to the agencies.

Each sub-division will earn interest at the Treasurer’s pooled interest rate and will be earned quarterly, based on average daily balance. Interest received will be recorded in account #45100 – *Interest*.

Revenues are to be recorded on an accrual basis.

Napa County
Measure T – Transportation Tax
Accounting, Reporting and Auditing Guidelines

3. Disbursements

a. Allocations of Taxes to the Agencies from the Authority

As stated in Section 13 of Ordinance No 2012-01 “The Authority Auditor shall allocate funds to the agencies on a calendar quarter basis, together with any accrued interest, by the 20th day of the month following the end of the quarter.” In order to comply with this section, once the agencies are deemed eligible for receiving funds by NVT, on a quarterly basis as prescribed above, the Auditor-Controller shall run a detailed report on the activity in each sub-division’s cash account showing the monthly sales tax allocations and interest earnings. This will be attached to a payment claim form to transfer the funds to each agency. The expenditure line for the allocation will be recorded in account #52525 – *Maintenance-Infrastructure/Land*.

Expenditures are to be recorded on an accrual basis. Sales tax is generally three months in arrears, therefore at each year end, there will be an accrual set up as of 6/30 for the amount due to each agency once all sales taxes are received and interest is posted.

b. Administration Expenditures: Sub-Division 83100-00

All direct administrative expenses will be accounted for directly out of the Administration budget unit, capped to the 1% of revenues generated from the Tax in accordance with Section 12 of Ordinance No. 2012-01. Expenditures are limited to “administrative functions providing overall program direction and management necessary to implement Authority policy, formulating organizational goals and objectives, coordinating activities with other agencies and organizations, performing finance, accounting, purchasing, personnel, government and community relations, and legal matters.”

c. ITOC Stipends – Section 11.D.2

ITOC members are to receive a stipend of \$250 per quarterly meeting, with an increase of \$50 per meeting every five years, scheduled as follows:

Fiscal Year	Quarterly Stipend
2018-19 through 2022-23	\$250.00
2023-24 through 2027-28	\$300.00
2028-29 through 2032-33	\$350.00
2033-34 through 2037-38	\$400.00
2038-39 through 2042-43	\$450.00

- ITOC members must fill out a W-9 for IRS purposes to remain on file with the County Auditor-Controller, and will receive a 1099-misc form at the end of each calendar year for compensation received.
- Members must sign a stipend request form validating their attendance. No payment will be issued without a signed and dated form. **(Exhibit A – Stipend Certification)**
- Stipends are construed as Administrative Expenditures and will be paid directly from this budget unit.

Napa County
Measure T – Transportation Tax
Accounting, Reporting and Auditing Guidelines

d. Auditor-Controller Administrative Salaries and Expenditures

As the Authority Auditor, with the role of fiscal oversight and integrity of the Measure, the Napa County Auditor-Controller will be required to track all hours and expenses and provide a detailed accounting for all items requested to be reimbursed. As with all other Districts and JPA's the Auditor-Controller will provide an annual hourly rate schedule, which varies by staff position, to ensure fair and equitable charges for work performed related to Measure T.

(Exhibit B – Contract between Napa County Auditor-Controller and NVTA)

Quarterly charges will be assessed for general accounting work including processing checks, reimbursement requests, journal entries, reports, audits and other work completed on behalf of the Napa Valley Transportation Authority and ITOC. These costs are construed as Administrative Expenditures and will be paid directly from the Administration budget unit.

e. NCTPA Contracted Administrative Salaries and Expenditures

As the administrators of the Napa Countywide Road Maintenance Act, NCTPA shall be reimbursed for salaries and expenditures related to official business of the Act, including work completed on behalf of the Napa Valley Transportation Authority and ITOC. NCTPA will be required to track all hours and expenses and provide a detailed accounting for all items requested to be reimbursed. NCTPA will provide an annual hourly rate schedule, which varies by staff position, to ensure fair and equitable charges for work performed related to Measure T.

(Exhibit C – Contract between NCTPA and NVTA)

A quarterly claim, including a journal entry to transfer the funds from the Administration Sub-division to NCTPA, with all back up documentation, shall be signed by the Executive Director and submitted to the Auditor-Controller for approval. These costs are construed as Administrative Expenditures and will be paid directly from the Administration budget unit.

f. Authority Counsel Expenditures

The Authority will be provided legal counsel by the Napa County Counsel Department. County Counsel will be required to track all hours and expenses and provide a detailed accounting for all items requested to be reimbursed. County Counsel will provide an annual hourly rate schedule, which varies by staff position, to ensure fair and equitable charges for work performed related to Measure T.

(Exhibit D – Contract Napa County Counsel and NVTA)

These costs are construed as Administrative Expenditures and will be paid directly from the Administration budget unit.

g. Auditor-Controller's Authority on Disbursements

The Auditor-Controller may dispute a claim from the Administration budget unit if the expenditure does not appear in accordance with the Ordinance or reasonable in amount. Disputed claims may be brought forth by the claimant to the Authority for approval in a public meeting.

Napa County
Measure T – Transportation Tax
Accounting, Reporting and Auditing Guidelines

4. Financial Reporting Requirements for Measure T Funds held by NVTA

- a. As stated in 3.a above, after quarterly interest is posted by the County Treasurer the funds will be transferred to each agency.
- b. Quarterly review of all transactions within each sub-division will be completed to ensure all postings are accurate and timely.
- c. An annual review will occur prior to official close of the books to ensure all postings are accurate and timely and that all funds have been transferred to the appropriate agency as specified in the Master Agreement

5. Agency Record Keeping

- a. Each agency must keep the funds segregated in a special revenue fund specifically for Local Streets and Roads (LS&R).

All revenue sources and expenditures using the revenues sources shall be fully accounted for. Measure T funds should be recorded as Other Governmental Revenue on the agency books. All project expenditures should be budgeted for and disbursed from these funds so that a full accounting is captured, within proper accounting categories.

Each agency accounts for and tracks its capital projects in a capital project fund and each project may include multiple funding sources. Each agency must provide a full accounting of all revenues and expenses attributed to each specific project. Therefore, expenditures within the LS&R special revenue fund, shall include “transfers out” to other funds for the monies being used within a capital project that was approved by the Master Agreement. Agencies shall keep the records using accrual accounting, setting up both receivables and payables as of 6/30 each year.

Definition: A Special Revenue Fund is a governmental fund type used to account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The use of a special revenue fund ensures segregation of restricted funds, the ability to allocate proper interest earnings and ease of tracking the inflows and outflows of the revenues.

- b. To ensure compliance with the 6.67% class 1 path requirement, each agency will track all revenues and expenditures related to these projects and include the information on the progress reports discussed in #6 below.

6. Financial Reporting Requirements for Each Agency

Every expenditure will have supporting documentation, including invoices and proper authorizations, to ensure that all costs charged to the funds are eligible and in full compliance with the Master Agreement. This documentation shall be maintained by each agency and shall be made available for inspection and audits upon request by either the Auditor-Controller or NVTA.

Napa County
Measure T – Transportation Tax
Accounting, Reporting and Auditing Guidelines

Semi-Annual Progress Reports are due March 1st (for the period of July – December) and September 1st (for the period of January – June). Each progress report shall provide a summary listing consisting of the Project Name, Approved Budget, Amount spent to date, Amount remaining, Percentage of Completion, and Date Completed if applicable. In addition, each agency will provide an accounting of the class 1 path requirement, both year-to-date and cumulative since inception of the tax.

(Exhibit E – Agency Progress Report)

Attached to each summary shall be a system generated trial balance report and detailed expenditure listing for the Special Revenue funds listed in Item 5 above. If, in the course of an expenditure review or audit, it is determined that an ineligible expense was made, the jurisdiction will be directed to return the funds to the LS&R Special Revenue fund for a future eligible expense.

Once the agency's books are closed for the fiscal year and a comprehensive audit is completed, as stated in Section 4 of the Master Funding Agreement, by January 1st of the following year, each Agency will provide a copy of the Comprehensive Annual Financial Report (CAFR) and the State Controller's Street Report. Due to the timing of these reports, where numbers vary, the Agency shall provide a reconciliation explaining the differences.

7. Annual Audits

All audits and record keeping will be performed in accordance with generally accepted accounting principles (GAAP) and Government Accounting Standards (GAS)

- The Auditor-Controller will oversee the annual accounting and fiscal process through review of quarterly and annual reports submitted by each agency.
- NVTA will oversee project performance through review of semi-annual reports submitted by each agency.
- Each Agency (County/Cities/Town) will procure an independent certified public accountant to conduct an annual financial audit that includes all transactions regarding Measure T. This will NOT be an additional audit on top of their Comprehensive Annual Financial Report, as these funds are included in their overall agency operations for specified projects. Any findings will be communicated to the Authority Auditor, who will then present to the ITOC and Authority.
- NVTA will have an independent annual financial audit, which will be overseen by the ITOC. The audit will contain supplementary schedules which summarize each agency financial status regarding Measure T funds. This audit will be presented by the Independent Auditor and the Authority Auditor to the ITOC and Authority.
- Each agency will undergo a performance audit every two years, which is non-financial in nature. This audit shall be focused on the projects and compliance with the Master Agreement. This audit will be presented by the Independent Auditor to NVTA and the ITOC. The audits will be completed on a rotating basis with the County, City of American Canyon and the Town of Yountville to be done in one year, while the Cities of Napa, St. Helena and Calistoga will be completed in the following year.
- The above audits satisfy all audit requirements in the Ordinance. Each agency is audited through their comprehensive annual audit process, the Authority will undergo a separate independent audit, and the independent performance audits on each agency will be completed biannually.

Napa County
Measure T – Transportation Tax
Accounting, Reporting and Auditing Guidelines

- Audits are construed as Administrative Expenditures and will be paid directly from the Administration budget unit. There is a maximum of \$70,000 per year (adjusted for inflation on the CPI) for annual financial and performance audits. NVTa and the Authority Auditor will track these expenditures annually to ensure the maximum is not exceeded.

8. Community Report

Section 11.B.e of Ordinance No. 2012-01 specifies that the Authority shall publish a biennial report to the community. For clarification, this report may be completed annually and will be compiled in collaborative manner between NVTa, the Agencies, ITOC and the Auditor-Controller. The Community Report is construed as Administrative Expenditures and will be paid directly from the Administration budget unit.

9. Interagency Loans

In the event that one agency requests a loan from another for approved projects, an interagency loan agreement will be executed. Each agency shall record a due to/due from amount on their respective books with an approved pay back schedule. Total pay back must occur prior to the sunset of the tax.

RESERVE THIS SECTION FOR THE INTERAGENCY LOAN AGREEMENT.

Measure T Implementation Timeline	
October 6, 2017	Comments on Master Agreements & Attachments
December 31, 2017	Final MOE Deadline
January 12, 2018	Signed Master Agreement, Approved Expenditure Plans and Resolutions Deadline
February-March 2018	First ITOC Meeting
July 1, 2018	Measure T Revenue Begins Accruing
October 2018	First Distribution of Measure T Funds



NAPA VALLEY TRANSPORTATION AUTHORITY TAC Agenda Letter

TO: Technical Advisory Committee (TAC)
FROM Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 | kmiller@nvta.ca.gov
SUBJECT: State Highway Operations and Protection Program (SHOPP)
Recommendations

RECOMMENDATION

Discussion

EXECUTIVE SUMMARY

Governor Brown signed the Road Repair and Accountability Act of 2017 (SB 1-Beall) into law on April 28, 2017. The law results in \$1.9 billion in new SHOPP funds allocated to Caltrans annually. The SHOPP is strictly a highway program. The purpose of this exercise is to identify highway projects in Napa that are local priority and eligible to receive SHOPP funds.

FISCAL IMPACT

Is there a fiscal impact? No

BACKGROUND AND DISCUSSION

In anticipation of the next SHOPP cycle, NVTA staff elicited SHOPP-eligible projects from the Cities, Town, and County. At the time, Caltrans was in the process of developing policies and guidelines for implementing a state-wide State of Good Repair program. Since that time, SB 1 passed the legislature and the Road Repair and Accountability Act of 2-17 was signed into the law by Governor Brown.

The law creates a number of new programs and augments existing programs. The SHOPP is expected to be augmented by an additional \$1.9 billion in new revenues annually. Historical funding shortfalls have resulted in Caltrans prioritizing largely safety projects with this funding. The new funding may also allow Caltrans to also improve highway operations.

NVTA staff would like to be prepared to advocate for specific projects and requests that the TAC review the list and provide any recommended updates and projects. Attachment 1 contains a list of projects in

priority order for the TAC's consideration. Items on the list in red are new or have been changed since staff requested project candidates from the jurisdictions in March.

SUPPORTING DOCUMENTS

Attachment(s): (1) Draft SHOPP List

Napa Projects on the SHS in 2020 SHOPP Timeframe

Project Priority	Sponsor	Title	Description	Project Limits	PE	ROW	CON	TOTAL	SHOPP Request
	St. Helena	Main Street (SR 29) Pedestrian Improvements	Pedestrian facilities improvement and traffic calming devices along Main Street between Mitchell Dr. and Pine St.	Main Street between Mitchell Dr. and Pine St.	18/19		20/21	\$1,557,000	\$778,500
	City of Napa	Silverado 5-way	Improvements at the intersection of Silverado Trail (SR 121), Third Street, Coombsville Road, East Ave.; Improvements will be consistent with the MTC RTP goals by reducing idling vehicles at the intersection and improving intersection operations	Third Street/Coombsville Rd./East Ave./SR 121 (Silverado Trail)	18/19	19/20	21/22	\$9,500,000	N/A
1	NVTA/Caltrans	Soscol Junction	Operational Improvements at SR-29/SR-221/ Soscol Ferry Road	SR 29/SR 12/SR 221/Soscol Ferry Rd	17/18	20/21	23/24	\$35,000,000	\$7,000,000
3	NVTA/American Canyon/Caltrans	SR 29 - Broadway Corridor Modified Blvd.	Add a third lane on SR-29 in both directions; pedestrian, bicycle and transit improvements, lower speed limits, median and planting strip landscaping improvements, improved pedestrian crossings	SR 29 between Napa Junction and American Canyon Rd	18/19	20/21	23/24	\$35,000,000	\$8,750,000
4	NVTA/Caltrans	SR 29-Airport SR 12	Including but not limited to extending east bound left hand turn pocket from SR 29 to Jameson/SR 12, creating right-hand turn lanes from Airport to southbound SR 29, from SR 29 to Airport (westbound), and SR 29 northbound to SR 12 eastbound.	SR 29/SR 12 (Airport-Jameson) Intersection	23/24	25/26	26/27	\$5,000,000	\$5,000,000
5	NVTA/Caltrans	SR 29/SR 12	Add right hand northbound free lane on SR 29, righthand turn lane from SR 12 to SR 29 southbound and from SR 29 to SR 12 southbound.	SR 29/SR 12/SR 121-Carneros Highway	18/19	19/21	19/20	\$3,000,000	\$1,500,000
2	NVTA/Caltrans/Napa Jurisdictions	SR 29/SR12/SR 121	Upgrade signal technology. Add changeable message signs.	SR 29 - Airport, in County of Napa to Calistoga - a total of 11 signals and SR 12 (N. Kelly Road, Stanly Lane, Old Sonoma Road)	19/20	-	21/22	\$1,050,000	\$1,050,000
7	City of Napa/Caltrans	SR 121 (Imola) and Jefferson Intersection Improvements	Operational Improvements at the Intersection of Imola (SR 121) and Jefferson	SR 121 (Imola) and Jefferson St.	19/20	22/23	23/24	\$750,000	\$375,000

Napa Projects on the SHS in 2020 SHOPP Timeframe

Project Priority	Sponsor	Title	Description	Project Limits	PE	ROW	CON	TOTAL	SHOPP Request
6	City of Napa/County of Napa/Caltrans	Imola Avenue (SR121) Bicycle and Pedestrian Corridor Improvements	Bicycle and pedestrian facility improvements along the Imola Avenue (SR121) Corridor	SR 121 between Soscol and SR 29	20/21	22/23	23/24	\$6,500,000	\$3,250,000
	City of Napa/Developer	Soscol Avenue (SR121) and (SR221) Widening	Add a third lane on Soscol Ave (SR121/SR221) in both directions from Silverado Trail to Magnolia Dr; includes operational improvements at intersections, median improvements, and complete streets improvements.	Soscol and SR 221 between Magnolia Dr. and Silverado Trail (SR 121)	18/19	21/22	22/23	\$6,000,000	N/A
	City of Napa	First Street Roundabouts (west side)	Construction of two roundabouts; one at the intersection of Freeway Dr/First Street and one at the on/off ramp for SB SR29 at First Street	SB 29 and First Street	19/20	22/23	23/24	\$8,500,000	N/A
	City of Napa	SR29 Bicycle and Pedestrian Undercrossing	Construct a Class I Multi-use Trail along the north bank of Napa Creek underneath SR29 at approximately post mile 11.67	SR 29 undercrossing which will abut the First Street overpass	17/18	18/19	19/20	\$742,000	N/A
	Caltrans/City of Napa	Tulocay Bridge Improvements	Improvements to Tulocay Bridge at Soscol Avenue (SR121)	SR 121 at Tulocay Bridge					
	Developer	Soscol Ave (SR121) and Kansas Ave Intersection Improvements	Operational Improvements at the Intersection of Soscol Ave (SR121) and Kansas Ave	SR 121 and Kansas St.					
	Developer	SR221/Kaiser Road Intersection Improvements	Operational Improvements at the Intersection of Kaiser Road and SR221	SR 221 and Kaiser Rd.					
	City of Napa/Developer	Silverado Trail (SR121) Frontage Improvements	Frontage improvements along the west side of Silverado Trail (SR121) from First Street to Spring Street	SR 121 from Spring Street to First Street					
	City of Calistoga	SR 128 at Berry Street	Construct left turn pocket on SR 128 onto Berry St.	SR 128 and Berry Street	20/21	22/23	22/23	\$1,000,000	
	City of Calistoga	Construct traffic signal	Install traffic signal at SR 29/128	SR 29/SR 128	20/22	23/24	24/25	\$4,000,000	
	NVTA	Vine Trail Calistoga to St. Helena	Construct the Class I Vine Trail along SR 29 between Calistoga and St. Helena	Paralell to SR 29 between Calistoga and St. Helena (will definitely require ROW encroachment)	17/18	18/19	19/20	\$9,917,000	N/A
	NVTA/Caltrans/County of Napa	Grind and pave SR 128/add bicycle/ped facilities	Grind and pave and add complete street components to Rutherford Road (SR 128) - 5.7 miles	SR 128 from SR 29 to Sage Canyon/Silverado intersection				\$10,200,000	\$5,100,000



NAPA VALLEY TRANSPORTATION AUTHORITY TAC Agenda Letter

TO: Technical Advisory Committee (TAC)
FROM Kate Miller, Executive Director
REPORT BY: Herb Fredricksen
(707) 259-5951 | hfredricksen@nvta.ca.gov
SUBJECT: Shared On-Call Engineering Concept

RECOMMENDATION

Discussion

EXECUTIVE SUMMARY

NVTA staff is developing a request for qualifications (RFQ) for the purposes of creating an on-call list of engineering consulting firms with various engineering disciplines. NVTA staff met with Caltrans to investigate the idea of sharing the successful on-call firms with other jurisdictions in Napa County. The purpose of this discussion is to elicit interest from the jurisdictions to participate in developing the RFQ, serving on a selection panel, and using the selected consultants.

FISCAL IMPACT

Is there a fiscal impact? No

BACKGROUND AND DISCUSSION

NVTA has used on-call planning and engineering consultant procurement methods to streamline procurements for state and federally-funded procurements. This RFQ form of procurement allows the agency to follow the federal and state procurement process, which is cumbersome, requiring an extended procurement timeline. In the RFQ on-call process, once the initial procurement is completed and a short list of successful consultants is compiled, all firms will have been vetted and are deemed to meet the necessary federal and state requirements, and consultant fees are established for the terms of the contract. NVTA will then enter into a contract with each firm with no monetary value or specific project detail. When a project opportunity becomes available, NVTA (or the jurisdiction) will develop a project scope and distribute an RFP to the short list of on-call engineering firms eliciting interests and bids.

Procurement regulations require that agencies entering into the RFP procurement process select the top consultant in a particular engineering discipline based on the advertised selection criteria. Cost proposals, work schedules, personnel and other items are negotiated with the top firm. If the top firm and agency cannot agree on these terms, the next firm is queried and so on until a firm responds with interest. In

order to secure the top consulting firms, NVTA is proposing to bifurcate its on-call RFQ into a number of engineering disciplines. The list of disciplines that NVTA staff has included in its draft RFQ so far include:

Highways, Roads and Intersections Infrastructure
Bicycle and Pedestrian Infrastructure
Transit Infrastructure
Corridor Technology and Intelligent Transportation Systems
Land Surveying
Construction Management
Project Management and Administration (service in management support role)

For jurisdictions that would like to participate in this process, NVTA would provide a draft RFP based on Caltrans RFP Example. Additionally, NVTA and the jurisdiction would need to enter into a Memo of Understanding for the terms of participation.

SUPPORTING DOCUMENTS

Attachment 1 – Draft On-Call RFQ



REQUEST FOR QUALIFICATIONS

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

Dear Proposers:

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

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

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

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

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

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

Submit five (5) hard copies (an original proposal and four (4) copies) and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's SOQs. The hard copies and CD/DVD shall be mailed or submitted to the Napa Valley Transportation Authority prior to **4:00 P.M., October 26, 2017**. SOQs shall be submitted by hand delivery or by mail in a sealed package clearly marked "**Qualification Submittal RFQ # 2017-07**" and addressed as follows:

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

RFQ No. 2017-07

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

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified submittal must be received prior to 4:00 P.M., **October 26, 2017.**

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

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

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

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

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

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

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

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

PROCUREMENT SCHEDULE

Issue Date:	SEPTEMBER 28, 2017
Deadline for Submitting Written Questions:	OCTOBER 12, 2017, 5PM (LOCAL)
Answers to Written Questions Posted:	OCTOBER 19, 2017
Deadline for Statement of Qualifications Submittal:	OCTOBER 26, 2017, 4PM (LOCAL)
SOQ Review and Evaluation	Week of October 30, 2017
Oral Interviews, if any	November 6, 2017, 10am to 2pm

	(LOCAL)/None scheduled
Cost Negotiation:	November 8, 2017
Contract Award:	NOVEMBER 15, 2017

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

We look forward to receiving your proposal.

Sincerely,

Kate Miller
Executive Director

DRAFT

REQUEST FOR PROPOSALS

To provide

ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES

RFP No. 2017-07

Issued by:

Napa Valley Transportation Authority

ANNOUNCEMENT DATE (MONTH, DAY, YEAR)

RESPONSES DUE:

TIME (LOCAL), MONTH, DAY, YEAR

at the

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Release of RFP authorized by:

Kate Miller, NVTA Executive Director

Date

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NVTA SAMPLE PROFESSIONAL SERVICE AGREEMENT 31

Or MASTER PROFESSIONAL SERVICES AGREEMENT 31

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Request for Qualification (RFP No. 2017-07)

ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES

I. GENERAL INFORMATION

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

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

NVTA also operates the Napa VINE transit services. Napa VINE provides inter-county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa VINEGo is the companion paratransit service for Napa County's residents. In addition, the VINE suite of services includes American Canyon Transit, St. Helena Transit, the Yountville Trolley, and the Calistoga Shuttle. The fleet consists of 75 vehicles and provides roughly 900,000 trips per year.

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

The Napa Valley Transportation Authority (NVTA) is the local transportation sales tax authority. NVTA is responsible for the oversight and administration of Measure T, the ½% sales tax for street and road improvements approved by the voters on November 6, 2012.

II. PROJECT DESCRIPTION AND BACKGROUND

The NVTA has established the following categories for federal and state funded projects:

PROJECT CATEGORIES

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

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

This solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the contract term. The NVTA does not guarantee a specific number or dollar amount of projects to be issued.

All phases of the capital project delivery process are included in this RFQ, preliminary engineering, right of way and utility relocation, preparation of plans and specification, construction and construction management.

Task Orders will be issued for specific projects based on competitive mini-RFP's. The consultant shall indicate in their proposal which categories they want to be considered for. The NVTA will establish a short list for each category. **The successful firm in the specified category for consideration shall be contacted for RFP opportunities.**

III. SCOPE OF SERVICES

A. PURPOSE OF WORK

The NVTA constructs a limited number of infrastructure projects every year that are state and federally funded. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. The selected Consultant shall perform consultation, research, professional and technical services. Samples of the range of services that may be required include, but shall not be limited to, the following:

Engineer/Architect Highways, Roads and Intersections

- Perform Preliminary Engineering Studies and Prepare Draft Project Report - work involved in conducting preliminary engineering studies used in the development of a draft project report.
- Prepare System Engineer Management Plan (SEMP) and other efforts related to the project.
- The management of the project, federally or locally funded, from initiation through completion using the Caltrans Project Development Process and/or the Caltrans Local Assistance Process. The services provided include initiation, planning, execution, control, and close out of projects.
- Project Initiation Document (PID) - Work involved in the preparation, review, and approval of a Project Initiation Documents, including Project Study Report (PSR).
- 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 appropriate mapping, 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 and Caltrans functional units review.
- Prepare Structures Site Plans - Work involved in the preparation of various structure site plans, including site geometries, contours, location of utilities and other surface and underground obstacles.
- Coordinate Utilities - Work involved in the identification, positive location (potholing), protection, removal and/or relocation of utility facilities necessary to clear and certify right-of-way. Includes coordination with utility companies and review of utility plans.
- Obtain Permits and Agreements - Work involved in obtaining necessary permits and agreements from stakeholders that are needed for project delivery.
- Prepare Storm Water Pollution Prevention Plans – In compliance with Regional Water Quality Control Board requirements for project delivery.
- Prepare Preliminary Structures Design Data - Work involved in gathering/ verifying data needed to begin structures design activities. Sub products of this activity include structures preliminary reports, foundation plans, and updated scope of work / estimates for transportation related structures, and preliminary geology reports.

- Prepare Structures General Plans - Work involved in the preparation of preliminary plans and related estimates, including structures general plans.
- Perform Right of Way Engineering - Work involved in performing right-of-way engineer work in advance of appraisal and acquisition activities. Includes preparing appraisal maps.
- Obtain Right of Way Interests for Project Right of Way Certification – Work involved in assuring that the state and local jurisdictions have legal and physical possession and right to enter on all land for the project necessary for deliverance of the right-of-way certification.
- Prepare Draft PS&E - Work involved in the preparation and review of draft roadway plans, specifications and estimates. Includes roadway design and preparation of functional PS&E's. Also includes incorporation of the draft Structures PS&E into draft PS&E.
- Mitigate Environmental Impacts and Clean-up Hazardous Waste - Work involved in the identification and mitigation of environmentally sensitive or hazardous waste sites as required to construct a capital outlay project. Includes long term mitigation monitoring efforts if necessary, within overall project scope.
- Prepare Draft Structures PS&E - Work involved in the development of the final design and preparation of draft structures plans, specifications, and estimate. Include foundation review.
- Prepare Final Structures PS&E Package - Work involved in addressing comments on the draft structures PS&E and incorporating them into the final structures PS&E EXPEDITE package.
- Circulate, Review, and Prepare Final PS&E Package - Work involved in the circulation and review of the draft PS&E package. Includes addressing review comments and preparing the final PS&E package.
- Conduct before and after project studies, including traffic modeling, traffic simulation, level of service analysis for evaluation of potential project mitigations and varying project scenarios.

Engineer/Architect Bicycle and Pedestrian Infrastructure

- Perform Preliminary Engineering Studies and Prepare Draft Project Report - work involved in conducting preliminary engineering studies used in the development of a draft project report.
- Prepare System Engineer Management Plan (SEMP) and other efforts related to the project.
- The management of the project, federally or locally funded, from initiation through completion using the Caltrans Project Development Process and/or the Caltrans Local Assistance Process. The services provided include initiation, planning, execution, control, and close out of projects.
- 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 appropriate mapping, 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 and Caltrans functional units review.

- Prepare Structures Site Plans - Work involved in the preparation of various structure site plans, including site geometries, contours, location of utilities and other surface and underground obstacles.
- Coordinate Utilities - Work involved in the identification, positive location (potholing), protection, removal and/or relocation of utility facilities necessary to clear and certify right-of-way. Includes coordination with utility companies and review of utility plans.
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- Circulate, Review, and Prepare Final PS&E Package - Work involved in the circulation and review of the draft PS&E package. Includes addressing review comments and preparing the final PS&E package.

Engineer/Architect Transit

- Perform Preliminary Engineering Studies and Prepare Draft Project Report - work involved in conducting preliminary engineering studies used in the development of a draft project report.
- Prepare System Engineer Management Plan (SEMP) and other efforts related to the project.
- The management of the project, federally or locally funded, from initiation through completion using the Caltrans Project Development Process and/or the Caltrans Local Assistance Process. The services provided include initiation, planning, execution, control, and close out of projects.
- Project Initiation Document (PID) - Work involved in the preparation, review, and approval of a Project Initiation Documents, including Project Study Report (PSR).
- 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 appropriate mapping, 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 and Caltrans functional units review.
- Prepare Structures Site Plans - Work involved in the preparation of various structure site plans, including site geometries, contours, location of utilities and other surface and underground obstacles.
- Coordinate Utilities - Work involved in the identification, positive location (potholing), protection, removal and/or relocation of utility facilities necessary to clear and certify right-of-way. Includes coordination with utility companies and review of utility plans.
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- Perform Right of Way Engineering - Work involved in performing right-of-way engineer work in advance of appraisal and acquisition activities. Includes preparing appraisal maps.
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- Prepare Final Structures PS&E Package - Work involved in addressing comments on the draft structures PS&E and incorporating them into the final structures PS&E EXPEDITE package.
- Circulate, Review, and Prepare Final PS&E Package - Work involved in the circulation and review of the draft PS&E package. Includes addressing review comments and preparing the final PS&E package.
- Design Intelligent Transportation Systems (ITS) to support the planning, design and operations along transit corridors.
- Conduct traffic studies to assess signal coordination on transit corridors. Prepare inventory of existing equipment and assess its capacity to support traffic signal coordination, prepare third party signal coordination agreements.

Land Surveying

- Perform boundary line adjustments
- Prepare maps or plats
- Prepare Right of Way, Engineering and/or construction surveys

Construction Management

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

Project Management

- Agency, Public and Stakeholder Outreach – Organize and conduct the engagement process in support of project delivery.
- Prepare Project Award Documents - Work involved in the preparation of contract bid documents for project advertisement, support and award.
- Develop third party maintenance and use agreements and memorandums of understanding between the NVTa and the State of California and other authorities with jurisdiction in project area.
- File management – organize and maintain project files per federal, state and local requirements.

The Consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued. The consultant must follow the **NVTa adopted Quality Assurance Plan (Attachment 2)**.

B. LOCATION OF WORK

Field work may be required and may include night work or in remote areas within the County of Napa.

C. REQUIRED SERVICES

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

Pursuant to an authorized Task Order, the Consultant shall provide Engineer/architect and project delivery services within the geographical jurisdiction of this Contract set forth in "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 consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with Local Agency standards.

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 Task Order.

The consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator or NVTAs Board of Directors.

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 should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant engineer shall be signing analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract requiring the signature of an engineer shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to the Local Agency for consideration under the review and acceptance process.

The Consultant is required to submit a written request and obtain the Local Agency Contract 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 Local Agency. The substitute personnel shall have significant experience in the work involving similar projects for at a minimum two (2) previous projects, unless otherwise approved by the Local Agency Contract Manager.

In responding to Local Agency Task Order and in consultation with the Local Agency Contract 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 Local Agency projects/deliverables until completion and acceptance of the project/deliverables by Local Agency. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by Local Agency.

After the Local Agency Contract Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the Local Agency Contract Manager's prior written approval.

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

The Local Agency Contract Manager may interview the Consultant's personnel for the qualifications and experience. The Local Agency Contract Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the Local Agency Contract Manager within one (1) week of receiving the request.

The Local Agency Contract Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determining whether the deliverables satisfy the acceptance tests and criteria. The Local Agency Contract Manager may reject any Consultant personnel determined by the Local Agency Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the Local Agency Contract Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for 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 Local Agency Contract Manager. Invoices with charges for personnel not pre-approved by the Local Agency Contract Manager for work on the Contract and for each Task Order shall not be reimbursed.

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

When assigned consultant personnel is on approved leave and required by the Local Agency Contract Manager, 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 Local Agency. Substitute personnel shall receive prior written approval from the Local Agency Contract Manager to work on this Contract.

Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. Local Agency 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.

The Consultant is responsible to provide fully trained personnel to efficiently perform the work. The Consultant's personnel may be asked to attend certain special training if recommended by the Local Agency Contract Manager. On such occasions, with the approval of the Local Agency Contract Manager, Local Agency shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the Consultant's responsibility. In addition, services to train the Local Agency personnel shall not be provided by the Consultant under this Contract.

In location(s) where the Consultant personnel is expected to work for 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, Subconsultants, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

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

E. DELIVERABLES

As agreed upon by the NVTa and consultant in a Task Order for each project.

F. SCHEDULE

As agreed upon the NVT A and consultant in a Task Order for each project.

If Local Agency 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 Local Agency construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Changes in hours or schedules shall be documented by amendment of Task Orders. Any shift differential rate pay shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

G. METHOD OF PAYMENT

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

H. GENERAL REQUIREMENTS

1. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from the Local Agency Contract Manager to the Consultant Contract Manager or on the date specified in the Task Order. Some work, however, may require Consultant personnel to mobilize within 24-hour of notifications. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the Local Agency Contract Manager or Local Agency designee.
2. The work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by Local Agency.
3. The Consultant Contract Manager may direct the Consultant's employees to work overtime to meet Task Order schedules at the request of the Local Agency Contract Manager. All overtime shall be pre-approved by the Local Agency Contract Manager. Overtime shall be worked only when directed in writing by the Local Agency Contract Manager and specifically required by the Task Order, and shall only be paid to persons covered by the Fair Labor Standards Act.
4. All Consultant personnel are required to sign a confidentiality and nondisclosure agreement.

Local Agency shall not reimburse the Consultant for costs to relocate its personnel to the service area of this Contract. Local Agency shall not reimburse the Consultant for per diem costs, unless preapproved by the Local Agency Contract Manager. Local Agency shall not reimburse the Consultant for out-of-state travel without prior written approval from the Local Agency Contract Manager.

Local Agency shall not incur costs beyond the funding commitments in the Contract and each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the Local Agency Contract Manager.

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

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

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

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

If the Consultant fails to submit the required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract and any approved Task Order, Local Agency shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of this Contract. If

the Contract is terminated, the Consultant shall, at Local Agency' request, return all materials recovered or developed by the Consultant under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract.

I. MATERIALS TO BE PROVIDED BY THE CONSULTANT

Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

Local Agency shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to Local Agency.

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APPENDIX A – SUBMITTAL REQUIREMENTS

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

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

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

1. Introductory Letter

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

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

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

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

2. Executive Summary

3. Consultant Information, Qualifications & Experience

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

Engineer/Architect - Highways, Roads and Intersections
Engineer/Architect - Bicycle and Pedestrian Infrastructure
Engineer/Architect - Transit Infrastructure
Land Surveying
Construction Management
Project Management and Administration

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

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

4. Organization and Approach

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

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

6. Schedule of Work

Project Schedule – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.

7. Conflict of Interest Statement

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

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

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

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the Department's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest. Local Agency will use this documentation to determine whether the firm may work on specific projects.

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

Some examples of conflict of interest are the following:

- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

8. Litigation

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

9. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 3.

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

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.

10. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Attachment 4 – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 4.

This solicitation is financed in whole or in part and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, a DBE participation is required. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to http://www.dot.ca.gov/hq/bep/find_certified.htm.

It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Reference "Statement of Qualifications Submittal Requirements" for detailed information and references to the required forms. Required forms will be made part of the agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and time of SOQ submittal may result in the SOQ submittal being rejected as non-responsive.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). **The local agency's current contract DBE Goal is [#%].**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if

DBE goal is not achieved. It is recommended that proposer prepare and submit a FFE irrespective of meeting the DBE goal.

- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Local Agency Local Assistance and Local Assistance Procedures Manual.

11. Cost Proposal

The consultant performs the specific items of work for services stated in the contract. The method of payment is specific rate of compensation. Items not categorized shall be reimbursed using specified rates of compensation.

In order to assure that the NVTAs are able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a *separate sealed* envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected. Reference sample cost estimate in the LAPM Exhibit 10-H. Consultant shall use Exhibit 10-H (Example 2) to specify rate of compensation.

Selected Consultant shall comply with Chapter 10 of the Caltrans Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process. A pre-award or post-award may be performed on any contract issued as a result of this RFQ. Each proposer shall also complete and submit with its cost proposal the attached LAPM Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

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

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

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.

2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
Subtotal:		75

(only necessary if we are going the interview routes)

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
Subtotal:		25
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria

and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct engineering, architecture and project delivery services on both federal and non federal-aid projects.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to NVTA needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with NVTA
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist NVTA during the project.

4. Scope of Services to be Provided (15 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable

in the timeframes set forth in the project schedule.

- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (10 points)

- a. Schedule shows completion of the work within or preferably prior to the NVTAs overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the NVTAs that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Local Presence (5 points)

- a. A statement addressing firm's ability to establish an office within the County or surrounding area.

8. References (10 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

9. Presentation by Team (10 points) (only necessary if we are going the interview routes)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

10. Q&A Response to Panel Questions (15 points) (only necessary if we are going the interview routes)

11.

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement		Pass/Fail	
7	Local Presence		5	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
Total:			100	

Any bid protests are subject to NVTA's adopted bid protest procedure. To obtain a copy of NVTA's bid protest procedure please contact _____.

APPENDIX C –PROJECT SCHEDULE

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

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Attachment 1: Work Proposal Form

Attachment 2: Quality Assurance Plan (QAP)

Attachment 3 Sample Contract Agreement

NVTA SAMPLE PROFESSIONAL SERVICE AGREEMENT
Or MASTER PROFESSIONAL SERVICES AGREEMENT

Please refer to our website www.nvta.ca.gov for Professional Service Agreement (PSA) OR Master Professional Services Agreement (MPSA).

Attachment 4: Required Local Assistance Procedures Manual Exhibits

10-K Consultant Certification of Contract Costs and Financial Management System

10-H Sample Cost Proposal (Example #2) Specific Rate of Compensation

10-O2 (issued with each Task Order)

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

OTHER?