

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

**Wednesday, July 18, 2018
1:30 PM**

NVTA Conference Room

NVTA Board of Directors

All materials relating to an agenda item for an open session of a regular meeting of the NVTA Board of Directors are posted on the NVTA website at <https://nctpa.legistar.com/Calendar.aspx> at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTA Board of Directors, 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 the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NVTA Board 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 Board on any item at the time the Board 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 Board Secretary. Also, members of the public are invited to address the Board 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 Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

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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. Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Executive Director's Update
8. Caltrans' Update
- 9. PRESENTATIONS**
- 9.1 **Special Presentation by the Yes on Regional Measure 3 Campaign**

Estimated Time: 1:45 p.m.

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

10. CONSENT AGENDA ITEMS (10.1- 10.2)

- 10.1 **Meeting Minutes of June 20, 2018 (Karrie Sanderlin) (Pages 9-14)**

Recommendation: Board action will approve the meeting minutes of June 20, 2018.

Estimated Time: 2:00 p.m.

Attachments: [Draft Minutes](#)

10.2 Resolution No. 18-17 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) for Allocation for Transportation Development Act, Regional Measure 2, and State Transit Assistance (STA) Funds for Fiscal Year 2018-19 (Justin Paniagua) (Pages 15-19)

Recommendation: Board action will approve Resolution No. 18-17 authorizing the filing of a claim with MTC for allocation for TDA, RM2, and STA Funds for FY 2018-19.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS

11.1 Election of Chair and Vice Chair for Fiscal Year (FY) 2018-19 (Karrie Sanderlin) (Pages 20-21)

Recommendation: Board action will elect a Chair and Vice Chair for the FY 2018-19 term.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

11.2 (1) Resolution No. 18-18 Approving the Fiscal Year (FY) 2018-19 Salary Ranges for Napa Valley Transportation Authority (NVRTA) Job Classifications and (2) Approving the Reclassification of the Accounting Technician Position to a Full-Time Position and Related Salary Range (Karrie Sanderlin) (Pages 22-33)

Recommendation: Board action will (1) adopt Resolution No. 18-18 approving the FY 2018-19 Salary Ranges for NVRTA Job Classifications based upon the Bay Area Consumer Price Index (CPI) ending December 2017 of 2.9%, and (2) approve the reclassification of the Accounting Technician position from a part-time position to a full time position and approve the salary range at \$57,470 - \$69,534 annually.

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

11.3 Options to Improve Napa Valley Transportation Authority's (NVTB) Standard & Poor and Moody's Investment Rating (Kate Miller) (Pages 34-59)

Recommendation: The Board will receive the report and recommend pursuing additional action.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

11.4 Resolution No. 18-19 Authorizing the Executive Director to Execute the Cooperative Agreement 04-2694 between the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority (NVTB) for the Project Initiation Document (PID) Phase of the Napa Valley Vine Trail Calistoga to St. Helena Project (Rebecca Schenck) (Pages 60-79)

Recommendation: Board action will adopt Resolution No. 18-19 approving the Cooperative Agreement 04-2694 with Caltrans and authorize the Executive Director or designee to sign the Cooperative Agreement and amendments for the PID phase of the Napa Valley Vine Trail Calistoga to St Helena project.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

11.5 Authorizing the Executive Director to Execute (1) Project Work Order No. E-01 with DKS, and (2) Project Work Orders Nos. E-02 through E-07 with TyLin Internarial (tyLin) for On-Call A/E and Project Delivery Services (Rebecca Schenck) (Pages 80-130)

Recommendation: Board action will authorize the Executive Director to execute (1) Project Work Order No. E-01 with DKS and (2) Project Work Order Nos. E-02 through E-07 with TyLin International for On-Call A/E and Project Delivery Services for a combined cost not-to-exceed \$500,000 for a two year period Fiscal Year (FY) 2018-19 and 2019-20.

Estimated Time: 3:00 p.m.

Attachments: [Staff Report](#)

11.6 Second Amendment to Agreement No. 16-11 between the Napa Valley Transportation Authority (NVTA) and the City of Napa (Rebecca Schenck) (Pages 131-162)

Recommendation: Board action will authorize the Executive Director to execute the Second Amendment to Agreement No. 16-11 between NVTA and the City of Napa for specialized consultant engineering services to have GHD/OmniMeans conduct traffic analysis and forecasts, and preliminary design for the Soscol Junction Project Alternative(s) in an amount not to exceed \$202,270.

Estimated Time: 3:15 p.m.

Attachments: [Staff Report](#)

11.7 Designation of Napa Metropolitan Transportation Commission (MTC) Commissioner to Represent NVTA of the California Association of Council of Governments (CalCOG) Board of Directors (Kate Miller) (Pages 163-164)

Recommendation: Board action will designate the Napa MTC Commissioner to represent NVTA on the CalCOG Board of Directors.

Estimated Time: 3:30 p.m.

Attachments: [Staff Report](#)

11.8 State Legislative Update and Bill Matrix (Kate Miller) (Pages 165-177)

Recommendation: The Board will receive the monthly State Legislative update and Bill Matrix.

Estimated Time: 3:45 p.m.

Attachments: [Staff Report](#)

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

13.1 Approval of Special Board Retreat Meeting Date of September 18, 2018 at 10:00 a.m. (location to be determined) and Adjournment

Estimated Time: 4:00 p.m.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa Ca by 5:00 p.m. on Friday, July 13, 2018.

Karalyn E. Sanderlin (e-sign) July 11, 2018

Karalyn E. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

| | | | |
|-----------------|---|------------------|---|
| AB 32 | Global Warming Solutions Act | HBRR | Highway Bridge Replacement and Rehabilitation Program |
| ABAG | Association of Bay Area Governments | HIP | Housing Incentive Program |
| ADA | American with Disabilities Act | HOT | High Occupancy Toll |
| ATAC | Active Transportation Advisory Committee | HOV | High Occupancy Vehicle |
| ATP | Active Transportation Program | HR3 | High Risk Rural Roads |
| BAAQMD | Bay Area Air Quality Management District | HSIP | Highway Safety Improvement Program |
| BART | Bay Area Rapid Transit District | HTF | Highway Trust Fund |
| BATA | Bay Area Toll Authority | HUTA | Highway Users Tax Account |
| BRT | Bus Rapid Transit | IFB | Invitation for Bid |
| CAC | Citizen Advisory Committee | ITIP | State Interregional Transportation Improvement Program |
| CAP | Climate Action Plan | ITOC | Independent Taxpayer Oversight Committee |
| Caltrans | California Department of Transportation | IS/MND | Initial Study/Mitigated Negative Declaration |
| CEQA | California Environmental Quality Act | JARC | Job Access and Reverse Commute |
| CIP | Capital Investment Program | LIFT | Low-Income Flexible Transportation |
| CMA | Congestion Management Agency | LOS | Level of Service |
| CMAQ | Congestion Mitigation and Air Quality Improvement Program | LS&R | Local Streets & Roads |
| CMP | Congestion Management Program | MaaS | Mobility as a Service |
| CalSTA | California Transportation Agency | MAP 21 | Moving Ahead for Progress in the 21 st Century Act |
| CTP | Countywide Transportation Plan | MPO | Metropolitan Planning Organization |
| COC | Communities of Concern | MTC | Metropolitan Transportation Commission |
| CTC | California Transportation Commission | MTS | Metropolitan Transportation System |
| DAA | Design Alternative Analyst | ND | Negative Declaration |
| DBB | Design-Bid-Build | NEPA | National Environmental Policy Act |
| DBF | Design-Build-Finance | NOAH | Natural Occurring Affordable Housing |
| DBFOM | Design-Build-Finance-Operate-Maintain | NOC | Notice of Completion |
| DED | Draft Environmental Document | NOD | Notice of Determination |
| EIR | Environmental Impact Report | NOP | Notice of Preparation |
| EJ | Environmental Justice | NVTA | Napa Valley Transportation Authority |
| FAS | Federal Aid Secondary | NVTA-TA | Napa Valley Transportation Authority-Tax Agency |
| FAST | Fixing America's Surface Transportation Act | OBAG | One Bay Area Grant |
| FHWA | Federal Highway Administration | PA&ED | Project Approval Environmental Document |
| FTA | Federal Transit Administration | P3 or PPP | Public-Private Partnership |
| FY | Fiscal Year | PCC | Paratransit Coordination Council |
| GHG | Greenhouse Gas | PCI | Pavement Condition Index |
| GGRF | Greenhouse Gas Reduction Fund | PCA | Priority Conservation Area |
| GTFS | General Transit Feed Specification | | |
| HBP | Highway Bridge Program | | |

Glossary of Acronyms

| | | | |
|-------------------|--|---------------|---|
| PDA | Priority Development Areas | STIP | State Transportation Improvement Program |
| PID | Project Initiation Document | STP | Surface Transportation Program |
| PMS | Pavement Management System | TAC | Technical Advisory Committee |
| Prop. 42 | Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes | TCM | Transportation Control Measure |
| PSE | Plans, Specifications and Estimates | TCRP | Traffic Congestion Relief Program |
| PSR | Project Study Report | TDA | Transportation Development Act |
| PTA | Public Transportation Account | TDM | Transportation Demand Management Transportation Demand Model |
| RACC | Regional Agency Coordinating Committee | TE | Transportation Enhancement |
| RFP | Request for Proposal | TEA | Transportation Enhancement Activities |
| RFQ | Request for Qualifications | TEA 21 | Transportation Equity Act for the 21 st Century |
| RHNA | Regional Housing Needs Allocation | TFCA | Transportation Fund for Clean Air |
| RM2 | Regional Measure 2 (Bridge Toll) | TIGER | Transportation Investments Generation Economic Recovery |
| RM3 | Regional Measure 3 | TIP | Transportation Improvement Program |
| RMRP | Road Maintenance and Rehabilitation Program | TLC | Transportation for Livable Communities |
| ROW | Right of Way | TLU | Transportation and Land Use |
| RTEP | Regional Transit Expansion Program | TMP | Traffic Management Plan |
| RTIP | Regional Transportation Improvement Program | TMS | Transportation Management System |
| RTP | Regional Transportation Plan | TNC | Transportation Network Companies |
| SAFE | Service Authority for Freeways and Expressways | TOAH | Transit Oriented Affordable Housing |
| SAFETEA-LU | Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users | TOD | Transit-Oriented Development |
| SB 375 | Sustainable Communities and Climate Protection Act 2008 | TOS | Transportation Operations Systems |
| SB 1 | The Road Repair and Accountability Act of 2017 | TPA | Transit Priority Area |
| SCS | Sustainable Community Strategy | TPI | Transit Performance Initiative |
| SHA | State Highway Account | TPP | Transit Priority Project Areas |
| SHOPP | State Highway Operation and Protection Program | VHD | Vehicle Hours of Delay |
| SNCI | Solano Napa Commuter Information | VMT | Vehicle Miles Traveled |
| SNTDM | Solano Napa Travel Demand Model | | |
| SR | State Route | | |
| SRTS | Safe Routes to School | | |
| SOV | Single-Occupant Vehicle | | |
| STA | State Transit Assistance | | |
| STIC | Small Transit Intensive Cities | | |

**Napa Valley Transportation
Authority
Meeting Minutes - Draft
NVTB Board of Directors**

July 18, 2018
NVTB Agenda Item 10.1
Continues From: New
Action Requested: APPROVE

625 Burnell Street
Napa, CA 94559

Wednesday, June 20, 2018

1:30 PM

NVTB Conference Room

1. Call to Order

Chair White called the meeting to order at 1:31 p.m.

2. Pledge of Allegiance

Chair White led the Pledge of Allegiance.

3. Roll Call

Leon Garcia
Alan Galbraith
James Barnes
Chris Canning
Jill Techel
Alfredo Pedroza
Mark Joseph
John F. Dunbar
Peter White
Doris Gentry
Kerri Dorman
Ryan Gregory
Fran Rosenberg

4. Adoption of the Agenda

**Motion MOVED by GARCIA, SECONDED by PEDROZA to APPROVE adoption of the agenda.
Motion carried by the following vote.**

Aye: 24 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, Joseph, Dunbar, White, Gentry,
Dorman, and Gregory

5. Public Comment

Nancy Taheri, American Canyon, commented about the traffic congestion on Highway 29
between American Canyon and Napa.

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

MTC Commissioner's Update
Alfredo Pedroza reported on recent MTC activities.

Association of Bay Area Governments (ABAG)
Leon Garcia reported on recent ABAG activities.

7. Executive Director's Update

Kate Miller, Executive Director

- Announced the arrival of Danielle [NVTA Director-Programs, Projects & Planning] and Peter Schmitz's second child, Mason Gregory Schmitz, who was born May 20th.
- Reported on Primary Ballot Results:
 - Regional Measure 3 passed in all but two counties, Solano County and Contra Costa County. Regional Measure 3 required a simple majority and was able to garner 55% of the vote regionwide. In Napa County, the measure based on a 52% year vote.
 - Voters also strongly supported Proposition 69 which protects Senate Bill 1 funding from being diverted for other purposes. The Proposition passed with 80.9% of the vote statewide.
- Announced that a Board Retreat entitled, "Advancing Mobility in Napa" is being scheduled for September. Details to follow. An element of the retreat will discuss whether to move forward with an autonomous vehicle demonstration. The pilot program would be managed and overseen by Transdev, NVTA's transit contractor, with NVTA's oversight.
- NVTA hosted a Bike Plan open house yesterday evening. It was attended by over 40 members of the community who weighed in on proposed changes to the bicycle network in all 6 jurisdictions in Napa County.
- Federal Legislative Services are being eliminated to cut agency costs. The contract will end on July 7th.
- Napa's first two Measure T projects under way. The City of Napa submitted - Trower between SR 29 and Jefferson and Trower between Linda Vista and Dry Creek repaving projects.
- The NVTA Website has received a facelift. The home page has been simplified to improve user interface. The web page also now has rotating banners to promote various projects, programs, and outreach efforts.
- The SMART Train is allocating \$500,000 of its most recent state grant award to evaluate the feasibility of extending the SMART train to Napa along its existing alignment which would connect SMART to Capital Corridor at the Suisun Train Amtrak station.
- Announced that the NVTA Manager of Engineering, Herb Fredricksen is retiring on June 30th.

8. Caltrans' Update

No oral report was provided by Caltrans, however, the June 2018 Caltrans reporting memo was provided for review.

9. CONSENT AGENDA ITEMS (9.1 - 9.5)

Motion MOVED by JOSEPH, SECONDED by TECHEL, to APPROVE, with GREGORY ABSTAINING, the meeting minutes of May 16, 2018. Motion carried by the following vote:

Aye: 22 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, Joseph, Dunbar, White, Gentry, and Dorman

Abstain: 2 - Gregory

9.1 Meeting Minutes of May 16, 2018 (Karrie Sanderlin) (Pages 9-13)

Attachments: [Draft Minutes](#)

Board action approved the meeting minutes of May 16, 2018.

- 9.2 Resolution No. 18-14 Approving the Lifeline Transportation Program Cycle 5 Project Funds for Fiscal Year (FY) 2016-17 and Fiscal Year (FY) 2017-18 for the Imola Avenue Park and Ride Improvement Project (Shaveta Sharma) (Pages 14-30)**

Attachments: [Staff Report](#)

Board action approved Resolution No. 18-14 approving the Lifeline Transportation Program Cycle 5 Project Funds for FY 2016-17 and FY 2017-18 for the Imola Park and Ride Improvement Project.

- 9.3 Americans with Disabilities Act (ADA) Self-Evaluation Plan (Rebecca Schenck) (Pages 31-106)**

Attachments: [Staff Report](#)

Board action approved the Americans with Disabilities Act (ADA) Self-Evaluation Plan.

- 9.4 Resolution No. 18-15 Authorizing the Submittal of the Countywide Coordinated Claim to the Metropolitan Transportation Commission (MTC) for the Allocation of Fiscal Year 2018-19 Transportation Development Act Article 3 (TDA-3) Pedestrian/Bicycle Project Funds to Claimants in Napa County and Adopting the FY 2018-19 through FY 2020-21 (3-Year Cycle) TDA-3 Program of Projects (Diana Meehan) (Pages 107-114)**

Attachments: [Staff Report](#)

Board action approved Resolution No. 18-15 requesting the FY 2018-19 TDA-3 allocation for Pedestrian/Bicycle project funds in the amount of \$296,099 to the Metropolitan Transportation Commission (MTC) as part of the annual Countywide Claim and adopted the FY 2018-19 through FY 2020-21 Three-Year program of projects.

- 9.5 Resolution No. 18-16 Authorizing the Executive Director to Execute Agreements with the California Department of Transportation for the Imola Avenue Complete Streets Corridor Improvement Plan (Diana Meehan) (Pages 115-118)**

Attachments: [Staff Report](#)

Board action approve Resolution No. 18-16 for FY 2018-19 Caltrans Sustainable Communities Planning Grant funds and local matching funds in the amount of \$282,390 and authorize the Executive Director, or designee to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation (Caltrans)

10. REGULAR AGENDA ITEMS**10.1 Chair and Vice Chair Nominating Committee for Fiscal Year (FY) 2018-19
(Karrie Sanderlin) (pages 119-120)**

Attachments: [Staff Report](#)

The term for the Chair White and Vice Chair Canning will end in June of this year. Under Board bylaws a nominating subcommittee for the next Chair and Vice Chair is required.

Motion MOVED by GALBRAITH, SECONDED by PEDROZA to APPROVE appointing Members White, Dunbar and Garcia to the Chair and Vice Chair nominating committee for FY 2018-19.

Motion carried by the following vote:

Aye: 24 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, Joseph, Dunbar, White, Gentry, Dorman, and Gregory

10.2 Amendment No. 11 to the Napa Valley Transportation Authority (NVTA) Joint Powers Agreement (Antonio Onorato) (Pages 121-148)

Attachments: [Staff Report](#)

NVTA is exploring the use of alternative financing mechanisms to fund large capital projects. The agency's Joint Powers Agreement allows NVTA to incur debts, liabilities and obligations but does not satisfy lending agents' requirements associated with JPA membership. Staff reviewed the recommended modifications to the JPA amendment which will satisfy conditions of financing from financial institutions to underwrite debt obligations.

Motion MOVED by GALBRAITH, SECONDED by GARCIA to APPROVE the proposed revisions to the NVTA Joint Powers Agreement (JPA) and directed staff to circulate to its member jurisdictions for approval by their respective councils and board. Motion carried by the following vote:

Aye: 24 - Garcia, Galbraith, Barnes, Canning, Techel, Pedroza, Joseph, Dunbar, White, Gentry, Dorman, and Gregory

10.3 Standard & Poor's Global Ratings Services and Moody's Investor Services Assigns Credit Ratings to the Napa Valley Transportation Authority (Antonio Onorato) (Pages 149-172)

Attachments: [Staff Report](#)

Information Only / No Action Taken

Staff provided an overview of the credit rating assignments from Standard & Poor's and Moody's Investor Services.

The Board requested staff to research ways in which the agency can improve its credit ratings and report back to the Board at a later date.

10.4 Napa Valley Transportation Authority (NVTA) Third Quarter Fiscal Year (FY) 2017-18 Financials, Budget Adjustment and 5-Year Forecast (Justin Paniagua) (Pages 173-178)

Attachments: [Staff Report](#)

Information Only / No Action Taken

Staff provided a review of the financial performance compared to budget for the third quarter of FY 2017-18 and 5-year financial forecast.

10.5 Vine Transit Performance Data Update (Matthew Wilcox) (Pages 179-184)

Attachments: [Staff Report](#)

Information Only / No Action Taken

The Board received a report summarizing the Vine Transit performance statistics and an overview of NVTA's current transit projects for the third quarter of FY 2017-18.

10.6 Federal and State Legislative Updates and State Bill Matrix (Kate Miller) (Pages 185-199)

Attachments: [Staff Report](#)

Information Only / No Action Taken

The Board received the monthly Federal and State Legislative updates and State Bill Matrix.

11. CLOSED SESSION

DeeAnne Gillick, NVTA Legal Counsel announced that the Board would be adjourning to Closed Session for the items noted on the agenda and that no reportable action is expected.

Adjourned to Closed Session at 2:50 p.m.

11.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d) (2) (Late Claim of Martha Carter)

Significant exposure to litigation pursuant to Government Code section 54956.9(d) (2) (Claim of City of Vallejo)

11.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(B)(1))

Title: Executive Director

Re-Convened to Open Session at 3:15 p.m.

DeeAnne Gillick, NVTB Legal Counsel, reported that the Board met in closed session and took action to reject both claims as listed on the agenda and direction was given to staff. The vote was unanimous.

12. FUTURE AGENDA ITEMS

None

13. ADJOURNMENT

13.1 Approval of Next Meeting Date of July 18, 2018 and Adjournment

The next regular meeting will be held on Wednesday, July 18, 2018 at 1:30 p.m.

Chair White adjourned the meeting at 3:15 p.m.

Karalyn E. Sanderlin, NVTB Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Justin Paniagua, Senior Financial/Policy Analyst
(707) 259-8635 / Email: jpaniagua@nvta.ca.gov
SUBJECT: Resolution No. 18-17 Authorizing the Filing with the Metropolitan Transportation Commission for Allocation of Transportation Development Act, Regional Measure 2, and State Transit Assistance STA Funds for Fiscal Year (FY) 2018-19

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 18-17 (Attachment 1) authorizing the filing of a claim with the Metropolitan Transportation Commission (MTC) for allocation of Transportation Development Act (TDA) funds Articles 4, 4.5, and 8, Regional Measure 2 (RM 2) funds, and State Transit Assistance (STA) funds for Fiscal Year (FY) 2018-19.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA is required to file an annual claim for allocation of Transportation Development Act (TDA), Regional Measure 2 (RM2), and State Transit Assistance (STA) funds. Resolution No. 18-17 authorizes NVTA to file a claim with MTC for the allocation of these fund sources.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes, approval authorizes NVTA to allocate funds for FY 2018-2019 budgeted revenues.

Is it currently budgeted? Yes, TDA, RM 2, and STA revenues have been budgeted for FY 2018-19

Future fiscal impact: None

Consequences if not approved: NVTA will not be able to receive TDA, STA, and RM 2 funds that have been included in the operating budget for FY 2018-19, and not be able to move forward with programs and projects funded by these fund sources.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On May 16, 2018 the Board approved NVTA's bi-annual budget for fiscal years 2018-2019 and 2019-2020, which included TDA, STA, and RM 2 revenues. These funds are eligible to be used for transit-related activities. TDA is generated from a ¼ statewide sales tax. The amount of TDA revenues is based on sales tax revenues generated in Napa County. State Transit Assistance is generated from diesel tax. The amount of revenues NVTA receives is based on a formula of operating eligible operating revenues or "revenue based" funds and a portion of the population formula received by MTC and distributed for specific purposes. RM 2 is generated by the third \$1 toll on the seven state-owned bridges and is used specifically for the Vine Route 29.

Resolution No. 18-17 would give NVTA the authority to apply for TDA, STA, and RM 2 funds. Applicants wishing to receive TDA/STA/RM 2 allocations for any transit-related purposes must file an annual claim with MTC. Without these funding sources, NVTA would not be able to adequately provide public transit and planning services.

SUPPORTING DOCUMENTS

Attachment: (1) Resolution No. 18-17

RESOLUTION No. 18-17

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)
AUTHORIZING THE FILING WITH THE
METROPOLITAN TRANSPORTATION COMMISSION (MTC)
FOR ALLOCATION FOR TRANSPORTATION DEVELOPMENT ACT (TDA),
REGIONAL MEASURE 2 (RM 2), AND STATE TRANSIT ASSISTANCE (STA)
FUNDS FOR FISCAL YEAR (FY) 2018-19**

WHEREAS, the Transportation Development Act (TDA), (Public Utilities Code 99200 *et seq.*), provides for the disbursement of funds from the Local Transportation Fund (LTF) of the County of Napa for use by eligible applicants for the purpose of community transit services (PUC 99275), support of public transportation (PUC 99260), exclusive service to elderly and handicapped (PUC 99260.7), planning contributions, construction of facilities, acquisition of real property and transit capital (PUC 99262), public or special group transportation (PUC 99400(c)), administrative and planning cost with respect to transportation services under contract (PUC 99400(d)), and capital expenditures to acquire vehicles and equipment for transportation services (PUC 99400(e)); and

WHEREAS, pursuant to the provisions of the TDA, and pursuant to the applicable rules and regulations thereunder (21 Cal. Code of Regs. 6600 *et seq.*) a prospective applicant wishing to receive an allocation from the Local Transportation Fund (LTF) shall file its claim with MTC; and

WHEREAS, the State Transit Assistance (STA) fund is created pursuant to Public Utilities Code 99310 *et seq.*; and

WHEREAS, the STA fund makes funding available pursuant to Public Utilities Code 99313.6 for allocation to eligible applicants to support approved transit projects; and

WHEREAS, NVRTA is an eligible applicant for TDA and/or STA funds pursuant to the California PUC Code Chapter 4, Articles 4, 4.5 and/or 8, and for certain local transportation funds under Article 3, pursuant to the NVRTA Joint Powers Agreement; and

WHEREAS, TDA funds from the Local Transportation Fund of Napa County and STA funds will be required in FY 2018-19 for eligible applicants for the purpose of community transit services (PUC 99275), support of public transportation (PUC 99260), exclusive service to elderly and handicapped (PUC 99260.7), planning contributions, acquisition of real property, construction of facilities, transit capital expenditures (PUC 99262), public or special group transportation (PUC 99400(c)), administrative and planning cost with respect to transportation services under contract (PUC 99400(d)), and capital expenditures to acquire vehicles and related equipment for transportation services (PUC 99400(e)); and

WHEREAS, SB 916 (Chapter 715, Statutes 2004), commonly referred to as Regional Measure 2 (RM 2), identified projects eligible to receive funding under the Regional Traffic Relief Plan; and

WHEREAS, MTC is responsible for funding projects eligible for RM 2 funds, pursuant to Streets and Highways Code Section 30914(c) and (d); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for RM 2 funding; and

WHEREAS, allocations to MTC must be submitted consistent with procedures and conditions as outlined in RM 2 Policy and Procedures; and

WHEREAS, NVTA is an eligible sponsor of transportation project(s) in RM 2, Regional Traffic Relief Plan funds:

NOW THEREFORE BE IT RESOLVED, that NVTA and its agents shall comply with the provisions of the MTC's RM 2 Policy Guidance (MTC Resolution No. 3636); and

BE IT FURTHER RESOLVED, to the full extent permitted by law, that NVTA shall indemnify and hold harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), to the extent that they arise out of, pertain to, or relate to the negligent acts of omissions of NVTA its officers, employees or agents, or subcontractors or any of them in connection with its performance of professional services under this allocation of RM 2 funds which constitute negligence, recklessness, or willful misconduct. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM 2 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages; and

BE IT FURTHER RESOLVED, that NVTA shall, if it receives any revenues or profits from any non-governmental use of property (or project) ensure that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs; otherwise MTC is entitled to a proportionate share equal to MTC's percentage participation in the project(s); and

BE IT FURTHER RESOLVED, that the Executive Director or her designee is authorized to execute and file appropriate TDA, RM2, and STA applications together with all necessary supporting documents with MTC for an allocation of TDA, RM2, and STA funds in FY 2018-19; and

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to MTC in conjunction with the filing of the claim; and MTC be requested to grant the allocations of funds as specified herein.

Passed and Adopted the 18th day of July, 2018.

Peter G. White, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED AS TO FORM:

DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Karrie Sanderlin, Program Manager – Administration & Human Resources
(707) 259-8633 / Email: ksanderlin@nvta.ca.gov
SUBJECT: Election of Chair and Vice Chair for Fiscal Year (FY) 2018-19

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) elect a Chair and Vice Chair for FY 2018-19.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Chair Peter White and Vice Chair Chris Canning's terms ended in June of this year. The next term for the Chair and Vice Chair will begin July 2018 and be completed in June 2019, reconfirmed in July 2019 for the FY 2019-20 term.

The 2018 nominating committee composed of Board members Peter White, Leon Garcia, and John Dunbar conferred on July 10th. The committee will report out its recommendation for Chair and Vice Chair at the meeting.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FINANCIAL IMPACT

Is there a fiscal impact? No

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

NVRTA bylaws require an annual election of Chair and Vice Chair at the annual meeting. The annual meeting is held in July of each year. The Chair and Vice Chair hold office for one year or until their successors have been appointed.

In June of 2000 a subcommittee of the Board recommended, and the Board adopted, a policy that allows a two-year term for the Chair and Vice Chair with an annual vote of approval by the Board.

The 2018 nominating committee composed of Board members Peter White, Leon Garcia, and John Dunbar conferred on July 10th. The committee will report out its recommendation for Chair and Vice Chair at the meeting.

SUPPORTING DOCUMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Karrie Sanderlin, Program Manager-Administration and Human Resources
(707) 259-8633 / Email: ksanderlin@nvta.ca.gov
SUBJECT: (1) Resolution No. 18-18 Approving the Fiscal Year (FY) 2018-19 Salary Ranges for Napa Valley Transportation Authority (NVRTA) Job Classifications and (2) Approving the Reclassification of the Part Time Accounting Technician Position to a Full Time Position and Related Salary Range

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board (1) approve Resolution No. 18-18 (Attachment 1) approving the FY 2018-19 Salary Ranges for NVRTA Job Classifications based upon the Bay Area Consumer Price Index (CPI) ending December 2017 of 2.9% (Attachment 2), and (2) approve the reclassification of the Accounting Technician position (Attachment 3) from a part-time position to a full time position and approve the salary range at \$57,470 - \$69,534 annually.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

At the February 19, 2014, meeting, the Board approved a revision to Section 2.10 Performance Evaluation of the NVRTA Policies, Practices, and Procedures Personnel Policies which established that pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater. For year ending 2017, the average increase for the County of Napa (4%) Sonoma County Transportation Authority (0%) and Solano Transportation Authority (2.9) equaled 2.3% whereas the CPI was 2.9%.

Staff is also requesting that the board reclassify the Accounting Technician position from a part-time (1300 hours annually) to a full-time (2080 hours annually) position in order to meet demands associated with Measure T accounting and program related project management and contract and procurement functions. The additional staff hours and responsibilities are necessary to administer Measure T and to address additional contract and procurement administration associated with the agency's growing capital projects program.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes, board approval of reclassification of the Accounting Technician will result in the increase to the administrative budget by approximately \$28,385 in salaries and benefits, however, because of staff resignations and retirements, there will be no budgetary impact during the current two year budget cycle.

There is no fiscal impact with the approval of Resolution No. 18-18 FY 2018-19 Salary Ranges. Only the salary ranges are to be adjusted, not employee salaries. Salary increases are based on employee merit.

Is it currently budgeted? Yes

Where is it budgeted? Congestion Management Agency-salary and benefits

Is it Mandatory or Discretionary? Discretionary

Future Fiscal impact: None

Consequences if not approved: The Accounting Technician position will remain as a part-time position and consultants will need to be hired to meet Measure T accounting and project management requirements.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

In October 2011, the Board approved Resolution No. 11-25 creating a classification structure and establishing compensation ranges for NVTA job classifications based upon the Agency's compensation and classification study.

At the February 19, 2014, meeting, the Board approved a revision to Section 2.10 Performance Evaluation of the NVTA Policies, Practices, and Procedures Personnel Policies which established that pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater. For year ending 2017, the average increase for the County of Napa (4%) Sonoma County Transportation Authority (0%) and Solano Transportation Authority (2.9) equaled 2.3% whereas the CPI was 2.9%. The CPI adjustment applies to the salary range only and does not imply that employees will receive a raise. The salary range is adjusted to the CPI to adjust the salary ceiling. Actual employee salary adjustments are based on each individual employee's performance and awarded at the time of their annual performance evaluation.

Staff is also requesting that the board reclassify the Accounting Technician position from a part-time (1300 hours annually) to a full-time (2080 hours annually) position in order to meet demands associated with Measure T accounting and program related project management and contract and procurement administration required to manage the agency's capital projects

SUPPORTING DOCUMENTS

Attachments: (1) Resolution No. 18-18
(2) Consumer Price Index, San Francisco Area, December 2017 (Bureau of Labor Statistics)
(3) Accounting Technician Job Description – Revised July 18, 2018

RESOLUTION No 18-18

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
APPROVING FISCAL YEAR (FY) 2018-19 SALARY RANGES FOR
NVTA JOB CLASSIFICATIONS**

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

WHEREAS, the compensation plan, including salary ranges, should be reviewed and updated as necessary based on marketplace survey data, internal relationships, and NVTA financial constraints; and

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

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

WHEREAS, the average increase in the 2017 indexes for the County of Napa (4%), Sonoma County Transportation Authority (0%) and Solano Transportation Authority (2.9%) equals 2.3%, and the Bay Area CPI Index ending December 2017 is 2.9%.

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NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa Valley Transportation Authority that the FY 2018-19 Salary Ranges for NVTa Job Classifications, which reflect the rise in the Bay Area CPI ending December 2017 by 2.9%, are hereby adopted as set forth in Exhibit "A".

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on July 18, 2018, by the following vote:

Peter G. White, NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTa Board Secretary

APPROVED:

DeeAnne Gillick, NVTa Legal Counsel

EXHIBIT “A”

| FY 2018-19 | Monthly Salary Range | |
|--|----------------------|----------|
| Job Title | Minimum | Maximum |
| Executive Director | Separate Contract | |
| Director-Administration, Finance & Policy | \$11,073 | \$12,180 |
| Director-Programs, Projects & Planning | \$11,073 | \$12,180 |
| Program Manager - Administration & Human Resources | \$9,213 | \$11,073 |
| Program Manager - Engineer | \$9,213 | \$11,073 |
| Program Manager - Public Transit | \$9,213 | \$11,073 |
| Senior Program Planner/Administrator | \$7,644 | \$9,192 |
| Associate Program Planner/Administrator | \$6,683 | \$8,017 |
| Assistant Program Planner/Administrator | \$5,780 | \$6,931 |
| Transportation Program Planner & Policy Analyst | \$5,780 | \$8,017 |
| Marketing & Communications Specialist | \$6,683 | \$8,017 |
| Senior Financial/Policy Analyst | \$6,683 | \$8,017 |
| Senior Administrative Technician | \$5,517 | \$6,833 |
| Administration Technician (Office Coordinator) | \$4,798 | \$5,940 |
| Accounting Technician | \$4,789 | \$5,795 |

NEWS RELEASE

BUREAU OF LABOR STATISTICS

U. S. D E P A R T M E N T O F L A B O R



For Release: Friday, January 12, 2018

18-9-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.

Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west

Media contact: (415) 625-2270

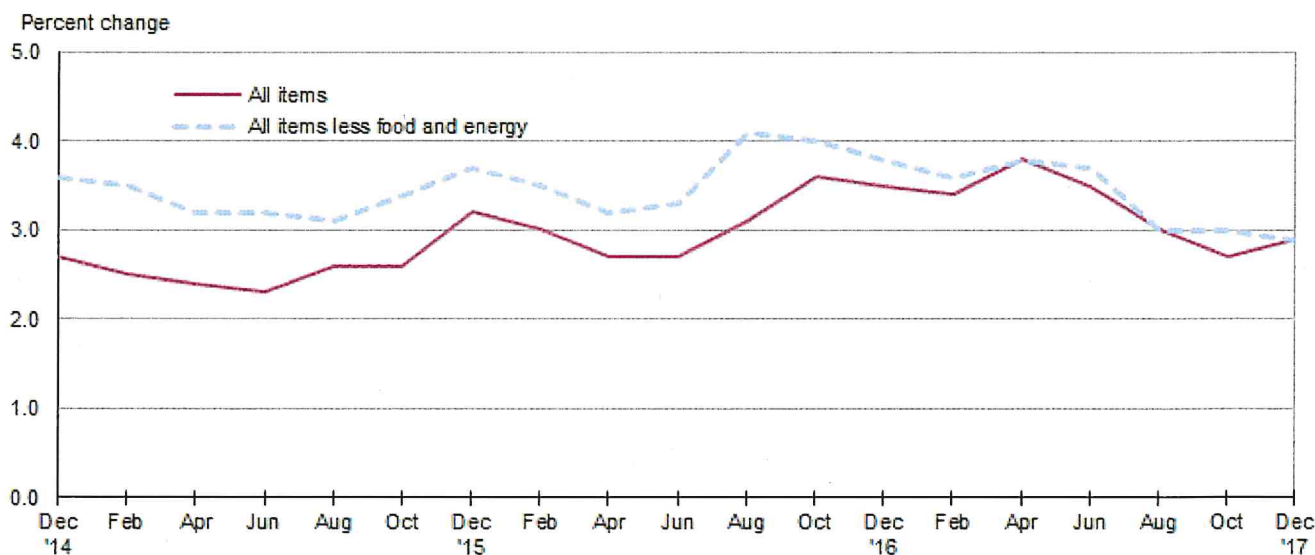
Consumer Price Index, San Francisco Area — December 2017

Area prices down 0.1 percent over the past two months, up 2.9 percent from a year ago

Prices in the San Francisco area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), inched down 0.1 percent for the two months ending in December 2017, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Assistant Commissioner for Regional Operations Richard Holden noted that the December decrease was influenced by lower prices for apparel and natural gas service. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U increased 2.9 percent. (See [chart 1](#) and [table A](#).) Energy prices jumped 10.1 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy rose 2.9 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, San Francisco, December 2014–December 2017



Source: U.S. Bureau of Labor Statistics.

Food

Food prices advanced 1.0 percent for the two months ending in December. (See [table 1](#).) Prices for food at home moved up 1.7 percent and prices for food away from home rose 0.2 percent for the same period.

Over the year, food prices advanced 0.7 percent. Prices for food away from home increased 2.1 percent since a year ago, but prices for food at home decreased 0.5 percent.

Energy

The energy index decreased 1.1 percent for the two months ending in December. The decrease was mainly due to lower prices for natural gas service (-10.1 percent). Prices for electricity decreased 3.0 percent, but prices for gasoline increased 2.1 percent for the same period.

Energy prices jumped 10.1 percent over the year, largely due to higher prices for gasoline (16.1 percent). Prices paid for electricity increased 7.6 percent, but prices for natural gas service decreased 5.7 percent during the past year.

All items less food and energy

The index for all items less food and energy inched down 0.1 percent in the latest two-month period. Lower prices for apparel (-9.4 percent) were partially offset by higher prices for household furnishings and operations (1.3 percent), recreation (1.3 percent), and shelter (0.4 percent).

Over the year, the index for all items less food and energy increased 2.9 percent. Components contributing to the increase included other goods and services (5.0 percent) and shelter (4.2 percent). Partly offsetting the increases were price declines in household furnishings and operations (-1.1 percent) and apparel (-1.0 percent).

Table A. San Francisco-Oakland-San Jose CPI-U bi-monthly and annual percent changes (not seasonally adjusted)

| Month | 2012 | | 2013 | | 2014 | | 2015 | | 2016 | | 2017 | |
|----------------|------------|--------|------------|--------|------------|--------|------------|--------|------------|--------|------------|--------|
| | Bi-monthly | Annual | Bi-monthly | Annual | Bi-monthly | Annual | Bi-monthly | Annual | Bi-monthly | Annual | Bi-monthly | Annual |
| February | 1.1 | 3.0 | 1.3 | 2.4 | 1.2 | 2.4 | 1.0 | 2.5 | 0.9 | 3.0 | 0.8 | 3.4 |
| April | 0.9 | 2.1 | 0.8 | 2.4 | 1.2 | 2.8 | 1.1 | 2.4 | 0.7 | 2.7 | 1.1 | 3.8 |
| June | 0.3 | 2.6 | 0.5 | 2.6 | 0.7 | 3.0 | 0.6 | 2.3 | 0.6 | 2.7 | 0.3 | 3.5 |
| August | 0.6 | 2.8 | 0.1 | 2.0 | 0.0 | 3.0 | 0.3 | 2.6 | 0.7 | 3.1 | 0.2 | 3.0 |
| October | 0.7 | 3.2 | 0.2 | 1.6 | 0.5 | 3.2 | 0.4 | 2.6 | 0.9 | 3.6 | 0.6 | 2.7 |
| December | -1.4 | 2.2 | -0.4 | 2.6 | -0.9 | 2.7 | -0.3 | 3.2 | -0.3 | 3.5 | -0.1 | 2.9 |

The February 2018 Consumer Price Index for the San Francisco-Oakland-San Jose is scheduled to be released on March 13, 2018.

Consumer Price Index Geographic Revision for 2018

In January 2018, BLS will introduce a new geographic area sample for the Consumer Price Index (CPI). As part of the new sample, the index for this area will be renamed. The first indexes using the new structure will be published in February 2018. Additional information on the geographic revision is available at: www.bls.gov/cpi/georevision2018.htm.



NVRTA Title: **ACCOUNTING TECHNICIAN** (~~Part-Time, 1300 hours annually~~)
FLSA: Non- Exempt
Salary Range: See Current Salary Resolution
Last Amended: ~~07/20/2016~~ 07/18/2018

JOB DESCRIPTION

Under general supervision, performs technical and clerical financial duties for the Napa Valley Transportation Authority (NVRTA); records, reviews and reports on financial transactions; processes accounts payable and accounts receivable; maintains and tracks financial information in manual and automated systems; and performs other related duties.

The NVRTA is a joint powers organization consisting of County of Napa, the cities of American Canyon, Napa, St. Helena, Calistoga, and the Town of Yountville who are jointly engaged in the coordination of transportation planning, programs and systems.

CLASS CHARACTERISTICS

Under general supervision, an Accounting Technician performs a wide variety of accounting support duties. Work is generally at a technical level, requiring an incumbent to have knowledge of accounting practices and procedures, but not the amount of theoretical depth required of a professional accountant.

SUPERVISION RECEIVED AND EXERCISED

General supervision is received from the NVRTA Program Manager–Finance (Administration & Grants).

The incumbent may directly or indirectly supervise the work of subordinate clerical employees.

ESSENTIAL FUNCTIONS

Duties may include, but are not limited to, the following:

1. Performs a variety of technical accounting support duties in the preparation, maintenance and processing of accounting records and financial transactions.
2. Processes accounts payable; receives and reviews invoices for payment; verifies that goods or services were received; resolves vendor/contractor billing disputes; acts as agency representative for billing issues/inquiries; codes invoices to the appropriate budget unit/account(s); processes invoices for required signatures and approvals; prepares general ledger journal entries using manual entry forms or automated computer system; and works with the County of Napa Auditor-Controller staff regarding interagency accounting issues.

3. Processes contract payment claims; reviews the contract language to ensure that request for payment is in compliance with the agreement; creates and maintains spreadsheets or other tools to track contract payment status; routes contract claims to the Contract Administrator for accuracy and completeness, then to the appropriate managers for final review. and approval
4. Processes accounts receivable; receives and codes checks or cash receipts with appropriate budget information and backup documentation; prepares journal entry into a manual or automated system; delivers deposits to the County Treasurer's Office.
5. Tracks and reconciles transit-related deposit information from various sources; tracks pass sales made with cash, check, or credit cards; reconciles County Treasury deposit reports with the daily reports received from the transit contractor by comparing the reports to declared farebox value and actual farebox value.
6. Tracks and maintains expense and revenue data in manual and/or automated systems; runs automated reports to check the entry dates, the amount of the expense or revenue, and the general accuracy of the data.
7. Responsible for Measure T accounting and program related project management.
8. Processes contract payment claims; reviews the contract language to ensure that request for payment is in compliance with the funding agreement; creates and maintains spreadsheets or other tools to track contract payment status; routes claims to appropriate managers for review and approval.
- 6-9. Reviews and coordinates agency contracts, procurements and Purchase Orders based on policy. Serves at Contracts Administrator on agency contracts to ensure compliance with negotiated terms and conditions.
- 7-10. Periodically reviews General Ledger entries to ensure the accuracy of postings; makes correcting journal entries as needed to ensure accurate reporting.
- 8-11. Posts journal entries for all bus pass purchases to the appropriate farebox revenue account;
- 9-12. Prepares a quarterly invoice to the transit service contractor seeking reimbursement for various charges not covered under the main invoice. Calculates quarterly invoice from Board of Equalization for diesel taxes.
- 10-13. Provides technical accounting support to assists with the year-end closing; gathers and tabulates data to assist with the preparation of annual reports and audits.
- 11-14. Performs basic technical research; composes routine correspondence; may prepare routine manual or automated reports including account status reports.
- 12-15. Makes journal entries and corrects account problems as necessary within limits of authority; reconciles bank accounts and credit card statements; may recommend procedural changes to improve efficiency and accuracy.

~~13-16.~~ Explains routine accounting processes and systems to staff, the public and vendors requiring the use of moderate judgment and the interpretation of standard policies, rules or procedures.

~~14-17.~~ May provide technical assistance to the audit team during its review; may assist with bi-weekly payroll administration as needed; may perform special projects; may order supplies as assigned.

~~15-18.~~ Maintains historical records and documents through filing system.

~~16-19.~~ Disburses petty cash by recording entry; verifying documentation.

~~17-20.~~ May supervise the work of subordinate clerical employees as assigned.

~~18-21.~~ Performs related duties as assigned

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Education: Completion of 60 semester (or equivalent quarter) units from an accredited college or university, including at least 12 units in accounting.

Experience: One year of responsible technical administrative experience in public sector accounting and finance. Additional experience may be substituted for the required education on a year-for-year basis.

REQUIRED KNOWLEDGE AND ABILITIES

Knowledge of:

- The principles and practices of bookkeeping as well as basic principles, practices, and techniques of technical accounting work pertaining to the processing of accounts payable, accounts receivable, and general account maintenance.
- Proficiency in MS Office, including the ability to perform Excel functions and advanced Enterprise Resource Management software
- Methods of compiling, computing and presenting statistical information.
- Record-keeping principles and techniques, including filing systems and procedures.
- Basic organizational and financial structures of public agencies including the role of an elected Board and volunteer committee and commission members.
- Routine accounting practices associated with payroll processing, including the payment of state and federal tax liabilities, garnished wages, retirement and health benefits.
- Modern office procedures, practices, and equipment, including computers and applicable software. Basic mathematics; basic spelling, punctuation and grammar.

- Principles and techniques of effective oral and written communications.
- Basic principles and practices of effective supervision.

Ability to:

- Read, understand and apply written regulations and other job-related materials.
- Understand and follow detailed instructions.
- Code and sort items into categories.
- Review financial information for accuracy and procedural conformance.
- Maintain confidentiality of information.
- Perform multiple tasks simultaneously.
- Make decisions exercising moderate independent judgment.
- Perform tasks in compliance with policies and procedures.
- Recommend solutions to technical administrative problems.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships with staff, other agencies, the private sector, and the public.
- Supervise subordinate staff if assigned.
- Operate a personal computer with word processing, spreadsheet, and database programs.

PHYSICAL DEMANDS

While performing this job, the employee is regularly required to walk; sit; use hands to handle objects; operate keyboards, tools, or controls; frequently bend to file and maintain files; pick up and drop off documents in other buildings, and make condition assessments. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Able to lift 20 pounds, and handle office equipment.

REQUIRED LICENSES OR CERTIFICATES:

Possession of a valid California driver's license is required.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov
SUBJECT: Options to Improve Napa Valley Transportation Authority's (NVTA) Standard & Poor and Moody's Investment Rating

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the report and recommend pursuing additional action.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

At its June board meeting, members of the NVTA board requested staff evaluate the Standard & Poor and Moody's rating evaluation requirements and recommend ways that the NVTA could improve its Standard & Poor and Moody's investment grade A-/A2 ratings respectively to higher investment grade ratings.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments

FISCAL IMPACT

Is there a Fiscal Impact? No

Future fiscal impact? A higher investment rating could reduce the cost of issuing debt or borrowing.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

At the June 20, 2018 Board meeting, staff presented a summary of rating agencies' approaches to its financial evaluations of government and publically traded companies. As noted in the memo, credit ratings reflect the rating agency's opinion on the likelihood that that a government agency or company may default on its debt obligation. In the presentation, staff underscored that the A-/A2 investment grade ratings that NVTA received, are relatively strong ratings given the agency's size and revenue streams.

To provide some perspective, Table 1 below shows ratings of NVTA compared to other public transit agencies. The agencies were selected by the two rating firms and reflect their most current reports.

Table 1: S&P/Moody Investment Ratings for Select Transit Agencies

| Agency Name | Description of Services | S & P Rating (Outlook) | Moody's Rating |
|---|---|-----------------------------------|-----------------------|
| NVTA | Small public transit | A- (Stable) | A2 |
| Alameda Contra Costa Transit | Large public transit agency, greater east bay | A+ (Negative) | A1 |
| Chicago Transit Authority | Very large public transit agency | A+ (Stable) | |
| Corpus Christi Regional Transportation Authority | Medium public transit agency | A+ (Stable) | |
| Metropolitan Transportation Authority of New York | Very large public transit agency | AA- (Stable) | |
| Peninsula Corridor Joint Powers Authority | Small commuter rail (Caltrain) | BBB+ (Stable) | |
| Regional Transportation District | Large public transit agency, Denver | A (Stable) | |
| Sacramento Regional Transit District | Large public transit agency | A-(Stable) | A3 |
| San Diego Metropolitan Transit District | Large public transit agency | AA-(Stable) | Aa2 |

| Table 1: S&P/Moody Investment Ratings for Select Transit Agencies – Cont'd | | | |
|--|--|-------------|----|
| San Francisco Municipal Transportation Agency | Very large public transit agency | AA (Stable) | |
| St. Cloud Metro Transit Commission | Small public transit agency | AA-(Stable) | |
| VIA Metropolitan Transit Authority | Medium public transit agency | A+ (Stable) | |
| Washington Metropolitan Area Transit Authority | Large public transit agency | AA-(Stable) | |
| Gold Coast Transit | Small public transit agency, central coast | | A2 |
| Victor Valley Transit | Small public transit agency, central southern California | | A2 |

In the rating agency reports provided to the Board at its June meeting and included herein as Attachments 1 and 2, each rating agency summarized reasons for why the NVTA received a strong investment grade rating and why NVTA didn't receive an even higher rating than those awarded.

S&P

S&P noted that “[t]he ratings reflect our view of the authority's:

- Very low industry risk, with low cyclical and volatility of earnings during economic cycles, and very low competition;
- Extremely strong economic fundamentals, stemming from good population growth and very strong employment growth in Napa County, along with strong county per capita personal income;
- Extremely strong market position with very strong ridership growth of more than 45% in fiscal years 2012 to 2017, despite a 5.6% decline in fiscal 2017 alone, and NVTA's status as a virtual monopoly in the county as a public transit provider;
- Strong management and governance;
- Very strong liquidity, with total available resources--including unrestricted cash, undrawn line of credit, and carry-over balances of the authority's share of unspent sales tax distributions held at the county--at \$12.4 million, or 331 days' cash, as of fiscal 2017; and
- Low debt burden, although it is anticipated to rise to moderate levels by fiscal 2019 with a \$15.2 million borrowing in fiscal 2019.”

And then noted:

“[p]artly offsetting the above strengths, in our view, is our view of the authority's:

- Somewhat volatile historical and projected net revenue available for debt service, as calculated by S&P Global Ratings, and weak debt service coverage (DSC) at less than 1x in fiscal 2017, although DSC is forecast to improve to more than 1x in fiscal 2019

- Weak financial flexibility, with an overall authority farebox recovery ratio per our calculations of 9.1% in fiscal 2017, with a moderately high debt service carrying charge--debt service as a percentage of combined debt service and operating expenses--of 16.0%."

Moody's

Moody's noted that "[t]he A2 rating reflects the strength of the local and regional economies, a strong history of support from the State of California (Aa3 stable) for local transit, the financial flexibility provided by the ability to draw upon additional state funding as needed, and insignificant pension and OPEB liabilities attributable to transit operations.

Moody's went on to state

"[t]hese strengths are offset, in part, by the small size of the transit system, the risks of federal operating support for transit, above-average debt levels assuming execution of the planned loan, and weak liquidity in the transit fund when excluding an existing line of credit."

Based on the above comments, below, staff have developed several opportunities to increase NVTA's investment rating.

Identify Additional, More Flexible Revenue Sources

The agency's existing operating revenues are typically formula funds that the agency receives primarily passed through by the Metropolitan Transportation Commission for operating the transit system and for implementing plans and programs. The source of NVTA revenues include Federal Transit Administration 5307 Small Urbanized Area Funds, Transportation Development Act, State Transit Assistance, Surface Transportation Program and State Transportation Improvement Program planning funds.

The agency also pursues a number of competitive grant funds to complete funding packages for specific projects, plans and programs. Competitive project-related grant funds can be used to offset direct costs, such as staff project management costs. The agency could develop a Cost Allocation Plan that if approved by Caltrans and the Federal Transit Administration, would allow the agency to also charge indirect costs to federal and state-funded projects. This would obviously increase the cost of projects and could make NVTA grant applications less competitive.

NVTA has the statutory authority to raise revenues through sales and parcel tax. The agency currently receives 1% of Measure T to oversee the responsibilities required to administer the Measure. NVTA could ask the voters to approved changes to Measure T or approve another sales tax measure to increase revenues for transit services and administrative fees. Other counties receive as much as 5% to administer programs funded by transportation related measures, and all but one of the countywide sales tax programs includes capital and operating funds to support public transit agencies. Other

agencies have also passed parcel taxes to support transit operations. Napa voters, while overwhelmingly supportive of Measure T, have not in previous tax measure proposals been supportive of a sales tax that supported a broader program of projects.

Other than San Francisco County Transportation Authority, which has only one member, NVRTA is the only Congestion Management Agencies that does not charge membership fees. In most counties, the fee is based on the total revenues received and depending on the number of member agencies, can contribute a sizable amount in flexible revenue of between \$500,000 and \$2 million annually.

Increase the Vine's Fare Revenues

There are two ways to increase revenues generated by fares – increase transit fares and/or increase the number of riders. The Board adopted a fare policy several years ago that stipulates fare increases will be considered when the agency fails to meet its statutory farebox recovery ratio or every three years with increases indexed Bay Area consumer price index unless the farebox recovery is equal to or greater than 20%. The Board could elect to change this policy but there is a significant inelasticity of demand to pay for transit services so generally, increasing fares often results in reduced ridership, offsetting or exceeding the new fares generated.

NVRTA staff is currently working on ways to increase transit ridership by evaluating new technologies and identifying ways to restructure services that focus more on neighborhoods with a propensity for transit ridership. In the past, the agency has largely focused on service coverage throughout the larger Napa Valley. The latter methodology deploys services in neighborhoods where there may be occasional riders and the former focuses on neighborhoods where relatively high ridership exists and where demographics support increasing service. New technologies to deploy on demand service are being studied for use in neighborhoods with low transit ridership. Combined, these two proposals are likely to increase ridership and reduce costs. A fast growing population would also help boost ridership but that is somewhat limited due to the shortage and cost of housing in Napa Valley.

Grow the Agency's Size

The revenues that NVRTA currently receives are largely based on sales and gas taxes generated in Napa, lane miles, registered vehicles, population, and housing starts. As these factors change, NVRTA would receive additional revenues. That said, NVRTA would also serve more people resulting in additional responsibility, therefore, this proposal is not likely to result in additional net revenues.

SUPPORTING DOCUMENTS

Attachments: (1) S&P Global Letter and Report
(2) Moody's Letter and Report



One California Street,
31st Floor
San Francisco, CA
94111-5432
tel 415 371-5000
reference no.: 1516982

May 30, 2018

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Attention: Mr Antonio Onorato, Director of Admin, Finance, & Policy

Re: *Napa Valley Transportation Authority, California, Issuer Credit Rating*

Dear Mr. Onorato:

Pursuant to your request for an S&P Global Ratings rating on the above-referenced entity, S&P Global Ratings has assigned a rating of "A-" . S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

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Summary:

Napa Valley Transportation Authority, California; Transit

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Napa Valley Transportation Authority, California; Transit

Credit Profile

ICR

Long Term Rating

A-/Stable

New

Rationale

S&P Global Ratings assigned its 'a-' stand-alone credit profile (SACP) and 'A-' issuer credit rating (ICR) to the Napa Valley Transportation Authority, Calif. (NVTa, or the authority). The outlook is stable.

The ratings reflect our view of the authority's:

- Very low industry risk, with low cyclical volatility of earnings during economic cycles, and very low competition;
- Extremely strong economic fundamentals, stemming from good population growth and very strong employment growth in Napa County, along with strong county per capita personal income;
- Extremely strong market position with very strong ridership growth of more than 45% in fiscal years 2012 to 2017, despite a 5.6% decline in fiscal 2017 alone, and NVTa's status as a virtual monopoly in the county as a public transit provider;
- Strong management and governance;
- Very strong liquidity, with total available resources—including unrestricted cash, undrawn line of credit, and carry-over balances of the authority's share of unspent sales tax distributions held at the county—at \$12.4 million, or 331 days' cash, as of fiscal 2017; and
- Low debt burden, although it is anticipated to rise to moderate levels by fiscal 2019 with a \$15.2 million borrowing in fiscal 2019.

Partly offsetting the above strengths, in our view, is our view of the authority's:

- Somewhat volatile historical and projected net revenue available for debt service, as calculated by S&P Global Ratings, and weak debt service coverage (DSC) at less than 1x in fiscal 2017, although DSC is forecast to improve to more than 1x in fiscal 2019;
- Weak financial flexibility, with an overall authority farebox recovery ratio per our calculations of 9.1% in fiscal 2017, with a moderately high debt service carrying charge—debt service as a percentage of combined debt service and operating expenses—of 16.0%.

NVTa serves as the congestion management agency for Napa County, and is tasked with programming state and federal funds for local projects. NVTa is also responsible for the county's regional transportation planning, working

closely with its local, regional, state, and federal partners to improve the county's roads, highways, and bicycle and pedestrian facilities. NVRTA also manages a transit system known as Vine Transit system, which served more than 1 million passengers annually in fiscal years 2016 and 2017, providing local fixed-route service in Napa, door-to-door paratransit and community shuttles, and regional express bus service throughout the Valley to key transportation hubs. Within the county, the transit system serves the cities of Napa, American Canyon, St. Helena, Yountville, and Calistoga. NVRTA is the only mass transit service provider in Napa County.

The authority's transit system, and the mass transit industry as a whole, is mature and has historically demonstrated only minor cyclicalities (including ridership trends), so we characterize the cyclicalities and volatility of operating earnings as low risk. We also characterize competition and the threat of substitute products or services as very low risk. Given the above, we consider the authority's industry risk very low.

The authority, with a catchment area population of 142,417 as of 2016, has had good population and employment growth in recent years. Population growth from 2011 to 2016 was about 3.2%, while employment growth during the same period was 15.4%. Per capita personal income levels are very strong, in our view, at 134% of the national average. Population and employment growth in 2016 alone were 0.3% and 0.8%, respectively. Given these factors, we view the authority's economic fundamentals as extremely strong.

The authority has a monopolistic business position given a lack of competition in its service area. Ridership grew a very strong 45.0% to 1.15 million during the 2012-2017 period, although it dipped 5.6% in fiscal 2017. Declining ridership is not unique to NVRTA and is due to a number of factors, including increased car ownership as a result of favorable financing, relatively low gasoline prices, free and plentiful parking, and competition from transportation network companies such as Uber and Lyft. The authority transitioned to Automated Passenger Counter technology for its fixed-route system to count passengers, previously relying on fareboxes to complete the task. Management reports that this change led to a 30% increase in counts, confirming that the prior methodology was undercounting passengers. Farebox revenue was still being collected as normal, and management has provided us with an updated history of ridership better reflecting actual counts. NVRTA plans to counter the recent ridership softness with express bus service, adding more frequent, direct service on popular routes and adding bus-only lanes in some areas. The authority projects another small ridership decline, of 2.5%, in fiscal 2018 before 1.6% growth in fiscal 2019 to 1.14 million passengers.

In terms of management and governance, the authority is required to submit a Short-Range Transit Plan (SRTP) to the Bay Area transportation planning organization, Metropolitan Transportation Commission (MTC). The SRTP is transit specific and addresses NVRTA's operating and service plan for the next 10 years. The SRTP documents the authority's transit assets, capital and operating costs, ridership, and programs for the past three fiscal years and provides forecasts for the next 10 years. The plan is very comprehensive and has specific operational and financial goals. As Napa County's Congestion Management Agency and public transit services provider, NVRTA commissions several strategic planning documents--most significantly a 25-year Countywide Transportation Plan, Napa County Community Based Transportation Plan, and a Vine Transit Express Bus Corridor Study. The authority monitors its risk through several policies, such as a cash reserve policy, various insurance policies, and budgetary reporting requirements that provide structure for day-to-day operations. As with many transit agencies, the authority employs performance benchmarks to

evaluate operations and has generally exceeded internal standards. Senior management is experienced with an executive director who has more than 30 years of transportation industry experience. We view the authority's management and governance as satisfactory per application of our "Management And Governance Credit Factors For Corporate Entities And Insurers" criteria (published Nov. 13, 2012 on RatingsDirect). On conversion of our assessment to a six-point scale under the mass transit criteria, our view of management and governance is strong.

In summary, our analysis of the four factors that our enterprise risk profile on the authority comprises results in an enterprise risk profile score of extremely strong, the highest level possible.

The authority produces financial and operational reports quarterly, which we believe shows good, transparent reporting. The authority also is prudent in terms of financial policies, in our opinion, including maintaining a reserve policy of 25% of net position. Cash balances are monitored daily and reported quarterly. While NVTa lacks a formal debt management policy, this is mainly because it has not historically had debt other than a \$5 million line of credit over the past two years. The authority does maintain a long-term financial forecast and a long-term capital plan, and updates both frequently. Given these factors, we view its financial policies as satisfactory.

The authority has a variety of funding sources for its operations, and accounts for its finances mainly within two funds: its government/planning fund and its transit fund. Money in the governmental fund is available, if needed, for the transit fund, and vice versa. In audited fiscal 2017 (ended Sept. 30), total operating and nonoperating revenue for the two funds was \$15.7 million. This includes farebox revenue of \$1.2 million, transportation development act funds (TDA) of \$8.4 million consisting of the authority's share of a quarter-cent statewide sales tax, federal transit assistance of \$3.0 million, federal highway allocation of \$1.1 million, and miscellaneous revenue. Operating revenue is largely consistent from year to year but nonoperating subsidies have been somewhat volatile, depending on the timing of grants and other allocations.

TDA funds (the authority's largest revenue source) that are not spent within the fiscal year they are drawn must either be returned to the Napa County Local Transportation Fund (LTF; trust account for TDA) or designated as advances for a specific project. Funds returned to the LTF become available to NVTa again in the subsequent fiscal year. The LTF is not a fund under the control of NVTa; it is administered by the MTC through the Napa County auditor-controller. NVTa began fiscal 2017 with a balance of \$8.1 million in the LTF. During fiscal 2017, additions to the LTF included NVTa's share of the quarter-cent statewide sales tax of \$8.4 million, \$2.7 million in unspent TDA funds from fiscal 2016 returned to the LTF, and interest of about \$39,000. During the same year, disbursements of TDA funds for various transportation purposes, in accordance with allocation instructions from the MTC, totaled \$13.6 million, leaving an ending balance of \$5.7 million available for use in fiscal 2018. By law, LTF allocations are considered earned only when spent for operations by the transit system. Given this treatment of the authority's share of TDA revenue, we have made an adjustment in our calculation of revenue whereby TDA sales tax receipts attributed to a certain fiscal year are included in revenue for that specific fiscal year, and other activity related to allocations and returned, unused allocations is disregarded. The authority's current practice is to have excess revenue returned to the LTF each year; during fiscal years 2013 to 2017 an average of \$1.9 million was returned each year, and the averaging ending balance in the LTF fund was \$10.0 million--most recently \$5.7 million in fiscal 2017, as indicated above. Ending balances in the LTF are fully available to the authority for any transportation-related purposes in future fiscal years.

For purposes of calculating DSC, given that our focus is on the ability of recurring revenue to cover recurring operating expenses and debt service, S&P Global Ratings is including only the recurring TDA sales tax receipts as revenue, while we include ending balances in our liquidity calculations below.

Examining net revenue results including the adjustments indicated above, we calculate DSC of 0.6x based on 2017 results. Included in our calculation of operating expenses in fiscal 2017 is a downward adjustment of operating expenses of \$797,000 that was a one-time cost related to the Napa Valley Vine Trail project. Based on the authority's multiyear financial forecast as of May 2018, we calculate DSC at 0.4x in fiscal 2018 and 1.05x in fiscal 2019. In our view, DSC of less than 1x is weak, but we note that the authority's forecast is conservative, in our view, in terms of its assumptions. Thus, actual results could exceed forecasts, subject to the performance of other revenue and overall operating costs.

NVTA's unrestricted cash position was \$2.7 million, or 72 days' cash, as of audited fiscal 2017, up from \$2.4 million, or 67 days of operating expenses, in fiscal 2016. Cash balances have been relatively stable historically, and management projects about \$1.7 million to \$2.7 million in unrestricted cash in fiscal years 2018 and 2019. Management aims to have 25% of net position in cash reserves. In our view, NVTA has satisfactory access to external liquidity if needed and has entered into a \$5 million revolving credit facility with the Bank of Marin, which is currently fully repaid. It also typically carries a positive unused balance in the LTF from year to year, as mentioned earlier. Including unrestricted cash, undrawn line of credit, and LTF ending balances in fiscal 2017, total liquidity was \$12.4 million in fiscal 2017, equal to 331 days' cash. Excluding the LTF ending balance, total liquidity was \$6.7 million, equal to 178 days' cash. Given these factors, we view the authority's liquidity position as very strong.

NVTA's overall financial operations perform at a deficit prior to nonoperating subsidies, as is typical for U.S. transit systems. According to our calculations the system as a whole (combined funds) operated at a farebox recovery ratio of 9.1% in fiscal 2017, which we consider low. This means that the authority relies heavily on external funding to provide funding for operating costs, relative to rated peers. According to management, for the transit fund alone a farebox recovery ratio of 18.4% for the fixed-route system was achieved in fiscal 2017 (above the statutory 15.0% minimum required). NVTA's fare policy imposes a fare analysis every three years. NVTA last increased passenger fares in January 2015, by 10 cents to \$1.60 per adult fare, and will likely increase rates in 2019, by 15 cents per adult fare to \$1.75. NVTA had a moderately high debt service carrying charge of 15.7% as of fiscal 2017. NVTA has demonstrated an ability to adjust routes and frequency during the past several years to aid in its financial position. Given these factors, we view NVTA's financial flexibility as weak.

NVTA plans to borrow \$15.2 million in 2019 to partly fund a Vine Transit Bus Maintenance Facility. No other borrowing is planned over the next five years and NVTA had around \$991,000 in debt outstanding (draw on line of credit) as of fiscal 2017 (although debt outstanding is currently zero). The maintenance facility is NVTA's most significant ongoing project, with a total budget of \$36 million. We believe that pension and OPEB risks are manageable for NVTA. Debt to revenue in fiscal 2017 was 0.06x, rising to 1.03x in fiscal 2018 and 0.94x in fiscal 2019. Debt to net revenue was 0.64x in fiscal 2017, rising to 36x in fiscal 2018 and 15x in fiscal 2019. We view NVTA's debt burden as low but likely to grow to more moderate levels once the borrowing occurs.

In summary, our analysis of the five factors that constitute the authority's financial risk profile results in a financial risk

profile score of strong, the third-highest level possible.

Our view of the authority's extremely strong enterprise risk profile and strong financial risk profile results in an indicative SACP of 'aa-', per our mass transit enterprise ratings criteria. We are assigning an SACP of 'a-' rather than 'aa-' because of our view of the authority's weak DSC in fiscal 2017 and forecast weak DSC for 2018. Based on comparisons with similarly rated peers, we did not apply one notch of flexibility in arriving at the final SACP. Given our view that the authority is not a government-related entity (GRE; per our criteria), our ICR on the authority is also 'A-'.

Outlook

The stable outlook reflects our expectation that the authority will maintain very strong liquidity, set fares, and manage expenses to maintain adequate financial metrics as projected in 2019, despite softness in ridership in recent years.

Upside scenario

We could raise the rating over our two-year outlook period if the authority's DSC improves to adequate levels that we believe will be sustained, as a result of either ridership growth, improved expense management, or sustained, improved nonoperating revenue and subsidies.

Downside scenario

We could lower the rating over the next two years if the authority's key financial metrics such as liquidity suffers a material decline, or if ridership continues a trend of weakening.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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Rating Action: Moody's assigns A2 Issuer Rating to Napa Valley Transportation Authority (CA); Outlook Stable

30 Apr 2018

New York, April 30, 2018 -- Moody's Investors Service has assigned an Issuer Rating of A2 to the Napa Valley Transportation Authority (CA). The Issuer Rating represents the rating that we would assign to bonds secured by the revenues of the authority's transit enterprise, including farebox revenues and state and federal operating subsidies. The authority has no bonded debt outstanding, but expects to borrow \$15 million through a loan from the California Infrastructure Bank to fund part of the costs of a new bus maintenance and storage facility. The outlook is stable.

RATINGS RATIONALE

The A2 rating reflects the strength of the local and regional economies, a strong history of support from the State of California (Aa3 stable) for local transit, the financial flexibility provided by the ability to draw upon additional state funding as needed, and insignificant pension and OPEB liabilities attributable to transit operations. These strengths are offset, in part, by the small size of the transit system, the risks of federal operating support for transit, above-average debt levels assuming execution of the planned loan, and weak liquidity in the transit fund when excluding an existing line of credit.

RATING OUTLOOK

The outlook on the rating is stable based on the expectation that the state will maintain its support for local transit, the local and regional economies will continue to perform positively, and the authority will implement regular fare increases to maintain farebox recovery near current levels.

FACTORS THAT COULD LEAD TO AN UPGRADE

Significant growth in system utilization associated with an increase in farebox recovery

FACTORS THAT COULD LEAD TO A DOWNGRADE

Decrease in federal or state support for local transit operations

Erosion of liquidity due to delays in the receipt of state or federal grants, or inability to renew the line of credit

LEGAL SECURITY

The issuer rating represents the rating that we would assign to bonds secured by the revenues of the authority's transit enterprise, including farebox revenues and state and federal operating subsidies.

PROFILE

The authority is the regional transportation planning agency for Napa County; its responsibilities include the programming of federal and state funding for highway, transit and other transportation purposes. The authority is also the sole provider of transit services for Napa County, primarily fixed-route bus service.

METHODOLOGY

The principal methodology used in this rating was Mass Transit Enterprises Methodology published in December 2017. Please see the Rating Methodologies page on www.moody.com for a copy of this methodology.

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CREDIT OPINION

30 April 2018

Rate this Research



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Napa Valley Transportation Authority

Update following assignment of Issuer Rating

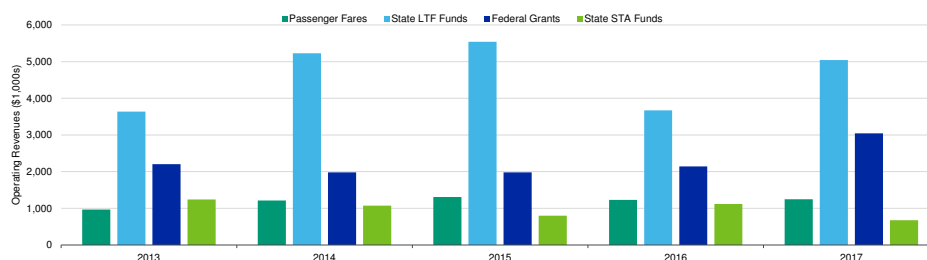
Summary

The credit quality of the Napa Valley Transportation Authority's transit enterprise benefits from the strength of the local and regional economies, a strong history of support from the [State of California](#) (Aa3 stable) for local transit, the financial flexibility provided by the ability to draw upon additional state funding as needed, and insignificant pension and OPEB liabilities attributable to transit operations. These strengths are offset, in part, by the small size of the transit system, the risks of federal operating support for transit, above-average debt levels assuming execution of a planned loan, and weak liquidity in the transit fund when excluding an existing line of credit.

On April 26, Moody's Investors Service assigned an Issuer Rating of A2 to the authority. The Issuer Rating represents the rating that we would assign to bonds secured by the revenues of the authority's transit enterprise, including farebox revenues and state and federal operating subsidies. The authority has no bonded debt outstanding, but expects to borrow \$15 million through a loan from the California Infrastructure Bank to fund part of the costs of a new bus maintenance and storage facility.

Exhibit 1

Transit operations are highly dependent on state and federal subsidies



Source: NVTA audited financial statements.

Credit strengths

- » Strong local economy which appears to have recovered from the fires of 2017, and integration with the large and diverse Bay Area economy
- » Demonstrated trend of state support for local transit
- » Financial flexibility based on ability to draw upon additional state LTF funding as needed

- » Insignificant pension and OPEB liabilities in the transit fund due to contracting out operations

Credit challenges

- » Small, bus-only system characterized by low utilization and farebox recovery
- » High level of dependence on state and federal operating subsidies
- » Above-average debt levels assuming the execution of the planned \$15 million loan for construction of a bus storage and maintenance facility
- » Weak liquidity in the transit fund when excluding an existing line of credit

Rating outlook

The outlook on the rating is stable based on the expectation that the state will maintain its support for local transit, the local and regional economies will continue to perform positively, and the authority will implement regular fare increases to maintain farebox recovery near current levels.

Factors that could lead to an upgrade

- » Significant growth in system utilization associated with an increase in farebox recovery

Factors that could lead to a downgrade

- » Decrease in federal or state support for local transit operations
- » Erosion of liquidity due to delays in the receipt of state or federal grants, or inability to renew the line of credit

Key indicators

Exhibit 2

| Fiscal Year | 2013 | 2014 | 2015 | 2016 | 2017 |
|--|------|-------|-------|-------|-------|
| Annual Ridership (000) | 724 | 932 | 937 | 1,216 | 1,148 |
| Utilization (Trips/Population) | 5 | 7 | 7 | 9 | 8 |
| Farebox Recovery Ratio | 9.5% | 15.2% | 13.5% | 12.9% | 11.7% |
| Fixed Costs as a % of Operating Expenditures | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Net Debt/Revenues | 0.00 | 0.00 | 0.00 | 0.12 | 0.09 |
| 3-Year Average Annual Debt Service Coverage by Net Revenues (GAAP) (x) | N/A | N/A | N/A | N/A | N/A |
| Days Cash on Hand (incl. Lines of Credit) | 104 | 80 | 211 | 138 | 158 |

Source: Napa Valley Transportation Authority; Moody's calculations.

Profile

The authority is the regional transportation planning agency for Napa County; its responsibilities include the programming of federal and state funding for highway, transit and other transportation purposes. The authority also provides transit services, primarily fixed-route bus service.

Detailed credit considerations

Size and Market Position

The authority is the sole provider of transit services in Napa County (2017 population 142,408). The county's economy is famously concentrated in wine production and tourism, but the county is also well integrated into the large and diverse San Francisco Bay Area economy. Growth in employment has been positive, with county unemployment rates below state and US levels. Income levels are

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above average--county per capita personal income in 2016 was \$65,805, 134% of the US average and 117% of the state average. The fires in late 2017 disrupted the tourism industry, but, by all indications, tourism has fully recovered and rebuilding of damaged property is having a positive economic impact.

The authority's transit operations include fixed-route bus services, on-demand door-to-door shuttle services, and paratransit. Its fixed route bus services include: local bus routes in the City of Napa (2017 population 80,628); limited local bus routes in the City of American Canyon; longer-distance bus routes connecting the City of Napa with the Cities of St Helena and Calistoga in the northern part of the county via highway 29; and commuter express routes to Fairfield and Suisun City in Solano County, the Vallejo Ferry Terminal, and the El Cerrito del Norte BART station. All transit services are provided through a private contractor.

Total ridership has generally shown positive growth, but part of this growth was attributable to a change from a farebox-based counting system to automatic passenger counters. Authority staff believe that there had been significant undercounting with the prior counting system. A 5.6% decrease in total ridership in fiscal 2017 was driven largely by the strong economy and low gas prices, echoing the experience of other transit systems across the country. For fiscal 2017, total ridership was 1,148,042, including 1,047,676 for bus, 76,672 for shuttles, and 23,603 for paratransit. Overall utilization (trips/population) at 8.1 is low compared to large urban systems, but typical for a low density, exurban system.

Financial Flexibility and Metrics

Farebox recovery at 12% in FY 2017, is low compared to large urban transit systems but comparable to small bus-only systems in less dense, exurban areas. As a result the authority's transit operations are highly dependent on operating subsidies. The primary operating subsidies are the State of California Local Transportation Fund (LTF) allocations (52.6% of gross revenues in fiscal 2017), federal operating grants (26.6%), and State of California State Transit Assistance (5.9%). Beginning July 1, 2018, the authority will be receiving proceeds of a ½-cent county-wide sales tax (Measure T), but this revenue is earmarked primarily for road rehabilitation and will not be available for transit purposes.

State LTF allocations derive from a ¼-cent sales tax collected in the county by the state and allocated to the authority to support transit planning and services. LTF funds not spent within the fiscal year or designated as advances for a specific project, must be returned to the Local Transportation Fund, a fund held by Napa County and administered by the Bay Area's Metropolitan Transportation Commission, but remain available to the authority for capital and operating purposes in the fiscal year following their return. Returns of LTF funds averaged \$1.47 million in fiscal years 2015-17. Since the transit fund records as revenues only the LTF funds spent, financial operations are narrowly balanced as evidenced by small operating margins—5.7% in fiscal 2015, -9.7% in 2016, and -1.8% in 2017. But the ability of the authority to draw upon additional LTF funds as needed represents a significant source of financial flexibility.

LIQUIDITY

Liquidity in the transit fund is very narrow at year end due to the timing of the receipt of operating grants. Liquidity is supplemented by a \$5 million line of credit which the authority draws upon for cash flow purposes as needed. At the end of fiscal 2017, the transit fund had an outstanding balance due on the line credit of \$990,799. Cash on hand after the draw on the line of credit was 21 days. Cash on hand, including the remaining balance available on the line of credit, was 158 days. As of April 23, 2018, there was no outstanding balance due on the line of credit.

Debt and Legal Covenants

DEBT STRUCTURE

The authority has no bonded debt outstanding. Debt outstanding for the transit fund in recent fiscal years was limited to balances due on the authority's line of credit of \$1 million in fiscal 2016 and \$990,799 in fiscal 2017. The authority is planning to borrow \$15 million through a loan from the California Infrastructure Bank to fund part of the costs of a new bus maintenance and storage facility. The loan is expected to have a term of 30 years and be secured by revenues of the transit fund, including state and federal operating subsidies.

DEBT-RELATED DERIVATIVES

The authority has no debt-related derivatives.

PENSIONS AND OPEB

All bus operations are contracted out to a private company. Direct authority personnel costs, and consequently pension and OPEB liabilities, attributable to the transit fund are not significant.

Management and Governance

The authority was established in 1991 as the county's congestion management agency under a joint powers agreement among the county; the cities of American Canyon, Calistoga, Napa and St Helena; and the Town of Yountville. The agreement was amended in 1998 to authorize the provision of public transit services. The authority is governed by a board of directors made up of elected officials from the member agencies and a non-voting representative of the Paratransit Coordinating Council. The authority's transit operations are accounted for in the transit fund (an enterprise fund). The authority's planning and administrative activities are accounted for in the separate planning fund (a governmental fund).

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NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Transportation Program Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Resolution No. 18-19 Authorizing the Executive Director to Execute the Cooperative Agreement 04-2694 between the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority (NVRTA) for the Project Initiation Document (PID) Phase of the Napa Valley Vine Trail Calistoga to St Helena Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board adopt Resolution No. 18-19 (Attachment 1) approving the Cooperative Agreement 04-2694 (Attachment 2) with Caltrans and authorize the Executive Director, or designee, to sign the Cooperative Agreement and amendments for the Project Initiation Document (PID) phase of the Napa Valley Vine Trail (Vine Trail) Calistoga to St Helena project (Project).

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Project Initiation Document (PID) is a standard Caltrans engineering document that outlines the scope, cost and schedule for transportation projects on the State Highway System. Approximately 45% of the Project alignment is within Caltrans Right of Way along State Route 29. The execution of the PID allows for Caltrans' completion of the Project Study Report – Project Development Support (PSR-PDS) for the Project.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? None. The Napa Valley Vine Trail Coalition (NVVTC) is paying for Caltrans services up to \$100,000, the cost Caltrans references in the PID, as part of its matching fund commitment to the project.

Future Fiscal Impact? Consulting fees for Project Management of this Project that will be approved by the NVRTA Board.

Consequences if not approved? The St. Helena to Calistoga section of the Vine Trail will not proceed and the Active Transportation Program (ATP) and One Bay Area Grant 2 (OBAG 2) funds allocated to the project will be forfeited.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

NVRTA continues to work with the NVVTC and Caltrans on the 8-mile St Helena to Calistoga segment of the Vine Trail. Entering into the Cooperative Agreement to proceed with the Project Initiation Document (PID) with Caltrans initiates the Project Scoping portion of the project. The outcome of the PID will be the Project Study Report – Project Development Support (PSR-PDS). The Cooperation Agreement between Caltrans and NVRTA is included as Attachment 2.

Once the PSR-PDS is complete, the Project moves into the Programming Phase, which includes the (1) Project Approval and Environmental Document (PA&ED), (2) Plans, Specifications, and Estimates (PS&E), (3) Right of Way (R/W), and (4) Construction. This Caltrans process is different from the process for the Oak Knoll sections of the Vine Trail because a significant portion of the proposed trail alignment is within the Caltrans Right of Way. The Caltrans process will be administered through their Project Management division.

The NVVTC and the County of Napa continue their collaborate efforts to secure easements across private property to clear the way for the trail, complete the

environmental determinations, and finish the 60% PS&E. Once the Vine Trail Coalition secures the easements and the necessary agreements are executed between all parties, PS&E work can be completed by a consultant hired by NVT A in coordination with the NVVTC, the County of Napa, the Cities of St. Helena and Calistoga. The goal is to finalize the plans at the end of 2020 and to start construction in the spring of 2021.

SUPPORTING DOCUMENTS

Attachments: (1) Resolution No. 18-19
(2) Cooperation Agreement 04-2694

RESOLUTION No. 18 – 19

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZATION TO EXECUTE THE COOPERATIVE AGREEMENT 04-2694
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
(CALTRANS) AND THE NAPA VALLEY TRANSPORTATION AUTHORITY**

WHEREAS, the Napa Valley Transportation Authority (NVTA) Board wishes to build the Napa Valley Vine Trail Calistoga to St Helena project utilizing Caltrans Right of Way along State Route 29; and

WHEREAS, Caltrans requires the execution of a Project Initiation Document for all transportation projects on the State Highway System; and

NOW THEREFORE BE IT RESOLVED, that the NVTA Board hereby authorizes the Executive Director to execute the Cooperative Agreement 04-2694 with the State of California Department of Transportation and Napa Valley Transportation Authority.

Passed and Adopted the 18th day of July 2018.

Peter G. White, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel

Agreement 04-2694
Project No. 0418000447
EA 2Q260
04-NAP-29-33.47/37.90

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Napa Valley Transportation Authority, a joint powers entity organized under government Code section 6500 et seq., referred to hereinafter as NVTa (collectively the PARTIES).

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130 and Government Code 65086.5.
2. For the purpose of this AGREEMENT, *constructing Class I bicycle and pedestrian facility on the portion of Napa Valley Vine Trail from the City of Calistoga to the City of St Helena*, will be referred to hereinafter as PROJECT. A portion of PROJECT will be constructed outside of the State Highway System (SHS). The terms of this AGREEMENT will be applicable to only that portion of PROJECT within SHS.
3. NVTa desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report - Project Development Support (PSR-PDS).
4. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

5. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

6. No PROJECT deliverables have been completed prior to this AGREEMENT.
7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

10. NVTA is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- NVTa is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

12. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan will include a process for resolving disputes between the PARTIES at the team level. The Quality Management Plan is subject to CALTRANS review and approval.
13. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

14. NVTa is the only PARTY obligating funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

15. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

16. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

17. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

20. CALTRANS, as the owner/operator of the State Highway System, will perform quality management work including independent quality assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed State Highway System right-of-way.
21. CALTRANS' independent quality assurance (IQA) efforts are to ensure that NVTAs quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

22. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
23. NVTAs will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

24. As the PID IMPLEMENTING AGENCY, NVTAs is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

25. Should NVTA request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this in this AGREEMENT, NVTA agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
26. CALTRANS will be responsible for completing the following PID activities:

| CALTRANS Work Breakdown Structure Identifier (If Applicable) | AGREEMENT Funded Cost |
|---|--------------------------|
| 100.05.10.xx Quality Management | Yes |
| 150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping | Yes |
| 150.25.20 PID Circulation, Review, and Approval | Yes |

27. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

28. When required, CALTRANS will perform Pre-Consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
29. CALTRANS will actively participate in the Project Delivery Team meetings.
30. The PID will be signed on behalf of NVTA by a Civil Engineer registered in the State of California.
31. CALTRANS will review and approve the Project Initiation Document as required by California Government Code 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to NVTA within 30 calendar days from the date CALTRANS received the draft PID from NVTA. NVTA will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by NVTA, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from NVTA.

After NVTA revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from NVTA. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, NVTA will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after NVTA provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by NVTA under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

32. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide

Noncompliant Work

33. CALTRANS retains the right to reject noncompliant WORK. NVTA agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

34. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

35. NVTa will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

36. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System right-of-way. Contractors and/or agents, and utility owners will not work within the State Highway System right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants and agents at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
37. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

38. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

39. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

40. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

41. If any hazardous materials, pursuant to Health and Safety Code 25260(d) 25401.1, are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.
42. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
43. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of NVTa in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

44. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
45. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
46. If the WORK expends state or federal funds, each PARTY will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

47. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

48. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

49. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and NVTa will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

50. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
51. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with Chapter 10 of the Local Assistance Procedures Manual.

Interruption of Work

52. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgements and Settlements

53. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
54. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

Venue

55. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

56. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

Indemnification

57. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by NVTa, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon NVTa under this AGREEMENT. It is understood and agreed that NVTa, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by NVTa, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

58. Neither NVT A nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless NVT A and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

59. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
60. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

61. PARTIES will not interpret any ambiguity contained in this AGREEMENT against each other. PARTIES waive the provisions of California Civil Code section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

62. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

63. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

64. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of NVTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

65. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

66. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

DEFINITIONS

PARTY – Any individual signatory party to this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

WORK BREAKDOWN STRUCTURE (WBS) – A WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail. The CALTRANS WBS defines each PROJECT COMPONENT as a group of work activities/products. The CALTRANS Work Breakdown Structure is defined in the CALTRANS Workplan Standards Guide.

Contact Information

CALTRANS

Kelly Hirschberg, Regional Project Manager
111 Grand Avenue
Oakland, CA 94162
Office Phone: (510) 286-4925

NAPA VALLEY TRANSPORTATION AUTHORITY

Rebecca Schenck, Project Manager
625 Burnell Street
Napa, CA 94559
Office Phone: (707) 259-5951

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.


STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Helena (Lenka) Culik-Caro
Deputy District director, Design

VERIFICATION OF FUNDS AND
AUTHORITY:

Jeffrey Armstrong
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:


Tamara Warren
HQ Accounting Supervisor

NAPA VALLEY TRANSPORTATION AUTHORITY

Kate Miller
Executive Director

ATTEST:

Karalyn Sanderlin
Secretary

APPROVED AS TO FORM:

DeeAnne Gillick
General Counsel, Sloan Sakai Yeung & Wong
LLP

FUNDING SUMMARY NO. 01

| <u>FUNDING TABLE</u> | | | |
|-----------------------------|-------|-----------|---------|
| Source | Party | Fund Type | PID |
| | | | Totals |
| LOCAL | NVTA | Local | 100,000 |
| Totals | | | 100,000 |

| <u>SPENDING SUMMARY</u> | | | |
|--------------------------------|----------|------|---------|
| Fund Type | PID | | Totals |
| | CALTRANS | NVTA | |
| Local | 100,000 | 0 | 100,000 |
| Totals | 100,000 | 0 | 100,000 |

Funding

1. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

2. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, NVTA will pay invoices within five (5) calendar days of receipt of invoice.
3. If NVTA has received EFT certification from CALTRANS then NVTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
4. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Initiation Document (PID)

5. CALTRANS will invoice NVTA for a \$20,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PID expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and NVTA will reimburse for actual costs incurred and paid.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Transportation Program Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Authorizing the Executive Director to Execute (1) Project Work Order No. E-01 with DKS and (2) Project Work Order Nos. E-02 through E-07 with TyLin International (TyLin) for On Call A/E and Project Delivery Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director to execute (1) Project Work Order No. E-01 with DKS (Attachment 1) and (2) Project Work Order Nos. E-02 through E-07 with TyLin International (Attachments 2-7) for On-Call A/E and Project Delivery Services for a combined cost not-to-exceed \$500,000 for a two year period Fiscal Year (FY) 2018-19 and 2019-20.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVRTA is entering into agreements with two consulting firms, DKS and TyLin, for Program (Project Delivery) Management services to assist the Agency in delivering key capital projects on and off the State Highway system. It's typical for congestion management agencies to retain large engineering firms to provide program management services for delivering programs and projects. Now that NVRTA is entering into the project delivery phase of a number of large projects, the staffing at the agency is insufficient to manage the day to day time demand. This approach further offers a level of expertise in a number of disciplines that NVRTA does currently have on staff nor does the agency have the long term resources to hire permanently. These include engineering in most transportation disciplines including intelligent transportation systems, highway interchanges, transit facilities, traffic engineering, and other modes and disciplines.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. Up to \$500,000 over two fiscal years.

Is it currently budgeted? Yes

Where is it budgeted? Professional Services, Project Management

Future fiscal impact? N/A

Consequences if not approved? There will be no project management team for NVTA's large capital projects.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

A Request for Qualifications (RFQ) 2017-07 on November 22, 2017 was advertised seeking on-call engineering, architecture and project delivery services. The purpose for securing on-call engineering, architectural and project delivery services list was to pre-approve eligible consulting firms in order to expedite project awards at the time the services are required.

In response to RFQ 2017-07, twenty-one (21) proposals were received. An evaluation selection committee chose the top seventeen (17) proposing consultants for award of on-call engineering, architectural and project delivery professional services contracts covering work disciplines for project categories outlined in the RFQ scope of work. One of these project categories was 'Project Management and Administration (*service in management support role*)'. The three firms selected under this category were Ty Lin, DKS and Stantec and staff sought competitive proposals from all three firms on May 15, 2018 for professional services.

Current Status

DKS and TyLin responded to the proposal and based upon their responses and subsequent interviews, NVRTA selected both firms to provide Project Delivery Management services for the following projects:

DKS

- Soscol Junction – Plans, Specifications and Estimates

TyLin

- Vine Trail Calistoga to St. Helena
- Imola Park and Ride Improvements
- Carneros Intersection Improvements
- Vine Transit Maintenance Facility

Additional tasks could include supporting the City of Napa in delivering the Roundabouts - California Blvd. at 1st & 2nd Streets, the City of American Canyon's signal upgrade work, and the Emerging Technology Programs – any of which may be assigned to either firm if the need arises.

These projects were awarded based upon wage rates established in the on-call Professional Services Agreement, and the negotiated work plan, schedule, products to be delivered and personnel assigned for the task order.

The DKS and TyLin will be under the general direction of the Executive Director and/or the Director of Programs, Projects and Planning. Engineers at both firms may act in "Responsible Charge" to manage the oversight and delivery of NVRTA capital projects, with activities ranging from the planning and environmental phase through design and construction of projects. The firms will be required to work with Caltrans District 4, the Federal Transit Administration (FTA), and/or other oversight agencies on numerous projects. Both firms have in-depth knowledge and experience in working with these agencies on delivering successful transportation projects.

SUPPORTING DOCUMENTS

Attachment(s): (1) Project Work Order No. E-01 with DKS (Soscol Junction)
(2) Project Work Order No. E-02 with TyLin (Vine Trail Calistoga - St. Helena)
(3) Project Work Order No. E-03 with TyLin (Imola Park & Ride)
(4) Project Work Order No. E-04 with TyLin (Carneros Intersection Improvement)
(5) Project Work Order No. E-05 with TyLin (Transit Maintenance Facility)
(6) Project Work Order No. E-06 with TyLin (Roundabouts-California Blvd at First and Second Streets)
(7) Project Work Order No. E-07 with TyLin (Emerging Technology Programs)

**PROJECT WORK ORDER NO. E-01
ON-CALL A/E & PROJECT DELIVERY SERVICES**

PROJECT NAME: PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS – SOSCOL JUNCTION – PLANS, SPECIFICATIONS AND ESTIMATES

PROJECT MANAGER: Rebecca Schenck, Transportation Program Planner & Policy Analyst,
rschenck@nvta.ca.gov, (707) 259-8636

CONSULTANT DESIGNATED TEAM MEMBERS:

- DKS ASSOCIATES Staff – see EXHIBIT A, Vikram Dogra, PE, Director/Project Manager

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated July 6, 2018, and Fee Schedule attached as EXHIBIT B.

START DATE: JULY 18, 2018

COMPLETION DATE: JUNE 30, 2020

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$150,000

CHARGE NUMBER FOR PAYMENT: TDA 8309000 52310 CMA_PLAN_PRGMS

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated JUNE 1, 2018, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director

Date: _____

Contractor
DKS ASSOCIATES

By: _____
TERRY KLIM, PE, Principal in Charge

Date: _____

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

Tax ID: _____

EXHIBIT A

SCOPE OF WORK

PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS *SOSCOL JUNCTION – PLANS, SPECIFICATIONS, AND ESTIMATES*

I. INTRODUCTION. The Project Delivery Manager will assist the Napa Valley Transportation Authority (NVTA) in delivering key capital projects on and off the State Highway system. Under general direction of the NVTA Executive Director and/or the Director of Programs, Projects and Planning and/or NVTA engineering staff, the Project Delivery Manager may act in “Responsible Charge” to manage the oversight and delivery of capital projects, with activities ranging from the planning and environmental phase through design and construction of the project. The Project Delivery Manager will be required to work with the California Department of Transportation (Caltrans) - District 4, the Federal Transit Administration (FTA), and/or with other oversight agencies on the projects and shall have in-depth knowledge and experience in working with these agencies on delivering successful transportation projects. This will include working from NVTA offices from time to time and managing routine engineering tasks to gap staffing shortfalls.

II. PROJECT SUMMARY.

Soscol Junction – Plans, Specifications and Estimates

The Soscol Junction project would alleviate congestion and improve operations at the SR 29/221/Soscol Ferry Road intersection in south Napa County. NVTA has been working with Caltrans, City of Napa and Omni-means to refine the project alternative to a free-flowing north-south SR 29 with two roundabouts – one on Soscol Ferry Road and one on SR 221 to facilitate turning movements on and off the highway. The draft Environmental Document needs to incorporate this preferred alternative and be recirculated by Caltrans internally and then be vetted for public comment. NVTA has secured State Transportation Improvement Program (STIP) funds for the PS&E phase in FY 19/20.

The Project Delivery Manager shall represent NVTA to oversee the project moving forward working with Caltrans as the lead agency on completion of the Environmental Document. The Project Delivery Manager would then oversee the PS&E phase and the solicitation and management of any consultant(s) working on the PS&E phase. In most

cases, Caltrans will manage project construction. Exceptions would be local multi-jurisdictional projects and transit projects

III. TASKS/DELIVERABLES.

Task 1 - Review Existing Documents

- a) Project Kick-Off meeting and review existing documents.

Task 2 - Project Management

- a) Overall project management.
- b) Quality assurance/quality control.
- c) Coordinate monthly 1.5 hours Caltrans Executive Committee meetings on Soscol Junction. Conference call or at Caltrans District 4.
- d) Attend quarterly 2-hours in-person Caltrans meetings at Caltrans District 4 Headquarters

Task 3 - Environmental Determination

- a) Review CEQA documents prepared by Caltrans.
- b) Review NEPA documents prepared by Caltrans.
- c) Review TOAR and forecasting completed by consultant (Omni Means) for use in the environmental documents.

***NOTE:** Upon completion of the design phase at 30%, determination will be made if either Caltrans or Contractor will resume with the completion of Tasks 4, 5, 6 & 7. Contractor shall not construe these Tasks as a guaranteed assignment and compensation thereof, however costs associated with these Tasks should be considered in the firm's cost proposal.*

Task 4 - Design Development

- a) Review construction documents (35%).
- b) Review construction documents (60%).
- c) Review construction documents (95%).
- d) Review construction documents (100%).
- e) Review cost estimate.
- f) Review schedule updates.

Task 5 - Caltrans Documents

- a) Coordinate Caltrans PS&E submittals.

Task 6 - Bid and Award

- a) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids.

Task 7 - Construction Phase Services

- a) Consultation
- b) Attend Construction Meetings

- c) Periodic Observations
- d) Final Inspection

IV. DUTIES AND RESPONSIBILITIES. As determined by the NVTA Executive Director and/or the Director of Programs, Projects and Planning, the Project Delivery Manager will either work under supervision of the agency staff engineer or be in “Responsible Charge” for delivering the project. The Project Delivery Manager will at minimum:

- Provide oversight of the delivery of the capital project;
- Responsible for overseeing Agency’s consultants working on contract engineering, design, construction management, and other project delivery support activities/documents;
- Manage project oversight and project controls – develops and implements strategies to assure project is delivered timely and per scope and budget parameters;
- Prepare and manage project budgets, schedules and quality control objectives;
- Prepare scopes of work and/or work task orders for activities related to project delivery;
- Provides oversight to Agency’s A&E consultants working on the Agency’s projects;
- Provide project delivery support to local jurisdictions;
- Responsible for technical input on project as needed to support the development and updates to the Countywide Transportation Plan or other Agency plans, studies, and programming efforts;
- Provides recommendations to the NVTA Executive Director and/or Director of Programs, Projects and Planning and/or NVTA engineering staff on all capital project related matters;
- Responsible for facilitating working relationships with key Caltrans staff and stakeholders, and conducting meetings to advance the capital project for the Agency;
- Represent the Agency and its capital projects’ interests when meeting with Caltrans and stakeholders;
- Prepare project materials for Caltrans review;
- Makes presentations to the NVTA Board, its Committees and other public meetings as necessary;
- Provides timely communication of project status and issues to the NVTA Executive Director and/or Director of Programs, Projects and Planning and/or the NVTA engineering staff;
- Develops, negotiates, and recommends to the NVTA Executive Director and/or Director of Programs, Projects and Planning and/or NVTA engineering staff the approval of contracts and cooperative

- agreements with other governmental agencies, stakeholders, consultants, and private contractors as needed, and is responsible for monitoring their implementation;
- Coordinates with federal, state, and local agencies during project conceptualization, design and implementation, and ensures compliance with any pertinent administrative requirements;
 - Assists in grant applications for potential funding for capital project;
 - Review and recommend multi-modal transportation technologies that can assist in moving people/vehicles along transportation corridors; and
 - Performs related duties as required and assigned.

The Project Delivery Manager shall have expertise in:

- Advanced knowledge of principles, practices and techniques of project and program management for capital projects;
- Regulatory requirements and guidelines associated with obligation and expenditure of local, regional, state and federal transportation funds for capital and operations projects;
- All aspects of Caltrans Local Assistance Procedure Manual and Caltrans Project Development Procedure Manual processes and the requirements therein;
- Standard cost estimation and value engineering techniques;
- Standard transportation planning principles and methods; consultant contract preparation and oversight of consultant contracts for professional services;
- Database development and management;
- Spreadsheet, word processing, project scheduling and internet software; and
- Emerging transportation technologies that can assist the Agency in improving operations and efficiencies on transportation systems.

V. SKILLS AND ABILITIES. The Project Delivery Manager shall demonstrate the ability to implement capital projects and program monitoring plan to ensure timely and cost effective project delivery; familiarity with project scheduling applications; ability to analyze and interpret data pertaining to capital planning issues using appropriate methods and statistical techniques; summarize and present data and prepare written reports and recommendations; speak effectively and write clearly and concisely; ability to exercise tact and courtesy in working with members of the general public; and ability to deal effectively with Agency Board members, other government officials, professional and technical colleagues and staff.

DKS COST PROPOSAL - PROJECT: SOSCOL JUNCTION - PLANS, SPECIFICATIONS AND ESTIMATES

INSTRUCTIONS

- 1) The total cost of all items combined should be a not-to-exceed cost proposal. Tasks listed below to be completed between July and December 2018 at a cost not-to-exceed \$50,000. Additional tasks will be assigned in 2019.
- 2) The cost proposal should include the hourly billing rates for each member of the Design Team as indicated in the RFQ. The hourly billing rate must include: salary, benefits, firm overhead charge, any administrative expense or fee and profit. Travel can be included as a separate item.
- 3) Project Management Team can edit the spreadsheet and add additional detail as necessary.

| | Director | Principal | Engineer | Associate | Administrative | TOTAL COSTS | |
|--|----------|-----------|----------|-----------|----------------|-------------|----------|
| Tasks | \$339 | \$269 | \$154 | \$142 | \$77 | | Comments |
| 1. Review Existing Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Project Kick-Off Meeting and Review Existing Documents | | | | | | 0 | |
| 2. Project Management | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Overall project management | | | | | | 0 | |
| b) Quality assurance/quality control | | | | | | 0 | |
| c) Coordinate monthly 1.5 hour Caltrans Executive Committee Meetings on Soscol Junction. Conference call or at Caltrans District 4 | | | | | | 0 | |
| d) Attend quarterly 2 hour in-person Caltrans Meetings at Caltrans District 4 Headquarters | | | | | | 0 | |
| 3. Environmental Determination | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Review CEQA Documents Prepared by Caltrans | | | | | | 0 | |
| b) Review NEPA Documents Prepared by Caltrans | | | | | | 0 | |
| c) Review TOAR and Forecasting completed by Omni Means for use in the environmental documents | | | | | | 0 | |
| TOTAL COST | 0 | 0 | 0 | 0 | 0 | 0 | |

EXHIBIT B
COST SHEET

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|---------------------------------------|----------------------|
| Task 1 - Review Existing Documents | _____ |
| Task 2 - Project Management | _____ |
| Task 3 - Environmental Determination | _____ |
| Task 4* - Design Development | _____ |
| Task 5* - Caltrans Documents | _____ |
| Task 6* - Bid and Award | _____ |
| Task 7* - Construction Phase Services | _____ |
| TOTAL NOT TO EXCEED | \$150,000 |

**NOTE: Upon completion of the design phase at 30%, determination will be made if either Caltrans or Contractor will resume with the completion of Tasks 4, 5, 6 & 7. Contractor shall not construe these Tasks as a guaranteed assignment and compensation thereof, however costs associated with these Tasks should be considered in the firm's cost proposal.*

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$150,000. Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.

PROJECT WORK ORDER NO. E-02
ON-CALL A/E & PROJECT DELIVERY SERVICES

PROJECT NAME: PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS – VINE TRAIL
CALISTOGA - ST. HELENA

PROJECT MANAGER: Rebecca Schenck, Transportation Program Planner & Policy Analyst,
rschenck@nvta.ca.gov, (707) 259-8636

CONSULTANT DESIGNATED TEAM MEMBERS:

- T.Y. LIN INTERNATIONAL Staff – see EXHIBIT A, Samuel Chui, PE, Task Order Manager/Project Manager

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated July 6, 2018, and Fee Schedule attached as EXHIBIT B.

START DATE: JULY 18, 2018

COMPLETION DATE: JUNE 30, 2020

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$75,000

CHARGE NUMBER FOR PAYMENT: TDA8 8301001 52310 CMA_PLAN_PRGMS

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated MAY 15, 2018, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director

Date: _____

T.Y. LIN INTERNATIONAL
Contractor

By: _____
JOHN KENYON, PE Associate Vice President

Date: _____

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

Tax ID: _____
18-25 T.Y. LIN/E02/07182018/rk

EXHIBIT A

SCOPE OF WORK

PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS

VINE TRAIL CALISTOGA TO ST. HELENA

I. INTRODUCTION. The Project Delivery Manager will assist the Napa Valley Transportation Authority (NVTA) in delivering key capital projects on and off the State Highway system. Under general direction of the NVTA Executive Director and/or the Director of Programs, Projects and Planning and/or NVTA engineering staff, the Project Delivery Manager may act in “Responsible Charge” to manage the oversight and delivery of capital projects, with activities ranging from the planning and environmental phase through design and construction of the project. The Project Delivery Manager will be required to work with the California Department of Transportation (Caltrans) - District 4, the Federal Transit Administration (FTA), and/or with other oversight agencies on the projects and shall have in-depth knowledge and experience in working with these agencies on delivering successful transportation projects. This will include working from NVTA offices from time to time and managing routine engineering tasks to gap staffing shortfalls.

II. PROJECT SUMMARY.

Vine Trail Calistoga to St. Helena

NVTA is the project sponsor for all phases of the Class I facility from Calistoga to St. Helena (8 miles). NVTA was successful in securing \$6.106 million in Active Transportation Program (ATP) Regional funds for this project. The balance of the funding is from local sources. The project has recently encountered some right-of-way issues with a few property owners along the alignment and is working with Caltrans and design team on finding a suitable design exception for approximately 600 feet of the Class I facility. NVTA and Caltrans are working on entering a cooperative agreement for this project and starting the PID process. NVTA will have to extend ATP funds by the maximum extent possible (likely FY 20/21; currently in FY 18/19) for construction. The project management team will work closely with the local jurisdictions and the Napa Valley Vine Trail Coalition. Spring environmental studies have been completed and a large segment on the alignment has been designed to 30%.

The Project Delivery Manager would be responsible in assuming day-to-day responsibilities in acting as the project sponsor overseeing the delivery of this project. The Project Delivery Manager will need to work with Caltrans on the Project Initiation Document (PID), oversee the environmental, design, right-of-way and construction phases of the project and manage consultant staff in completing work on the project.

III. TASKS/DELIVERABLES.

Task 1 - Review Existing Documents

- a) Project Kick-Off meeting and review existing documents.

Task 2 - Project Management

- a) Overall project management.
- b) Quality assurance/quality control.

Task 3 - Environmental Determination

- a) Review CEQA documents prepared by consultant.
- b) Review NEPA documents prepared by consultant
- c) Coordinate Environmental Permitting, RWQCB, DFW, ACOE.

Task 4 - Design Development

- a) Review construction documents (35%).
- b) Review construction documents (60%).
- c) Review construction documents (95%).
- d) Review construction documents (100%).
- e) Review cost estimate.
- g) Update schedule.

Task 5 - Caltrans Documents

- a) Request ATP construction allocation extension.
- b) Coordinate Caltrans PS&E submittals.
- c) Request authorization to Proceed E-76 Construction

Task 6 - Bid and Award

- a) Schedule and conduct contractor pre-bid conference and site visit.
- b) Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- c) Prepare addenda to the contract documents, as required.
- d) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids.
- e) Analyze substitutions request and recommend disposition.

Task 7 - Construction Phase Services

- a) Shop drawings review.
- b) Consultation.

- c) Attend construction meetings.
- d) Requests for information.
- e) Periodic observations.
- h) Final inspection.

IV. DUTIES AND RESPONSIBILITIES. As determined by the NVTa Executive Director and/or the Director of Programs, Projects and Planning, the Project Delivery Manager will either work under supervision of the agency staff engineer or be in “Responsible Charge” for delivering the project. The Project Delivery Manager will at minimum:

- Provide oversight of the delivery of the capital project;
- Responsible for overseeing Agency’s consultants working on contract engineering, design, construction management, and other project delivery support activities/documents;
- Manage project oversight and project controls – develops and implements strategies to assure project is delivered timely and per scope and budget parameters;
- Prepare and manage project budgets, schedules and quality control objectives;
- Prepare scopes of work and/or work task orders for activities related to project delivery;
- Provides oversight to Agency’s A&E consultants working on the Agency’s projects;
- Provide project delivery support to local jurisdictions;
- Responsible for technical input on project as needed to support the development and updates to the Countywide Transportation Plan or other Agency plans, studies, and programming efforts;
- Provides recommendations to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff on all capital project related matters;
- Responsible for facilitating working relationships with key Caltrans staff and stakeholders, and conducting meetings to advance the capital project for the Agency;
- Represent the Agency and its capital projects’ interests when meeting with Caltrans and stakeholders;
- Prepare project materials for Caltrans review;
- Makes presentations to the NVTa Board, its Committees and other public meetings as necessary;
- Provides timely communication of project status and issues to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or the NVTa engineering staff;

- Develops, negotiates, and recommends to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff the approval of contracts and cooperative agreements with other governmental agencies, stakeholders, consultants, and private contractors as needed, and is responsible for monitoring their implementation;
- Coordinates with federal, state, and local agencies during project conceptualization, design and implementation, and ensures compliance with any pertinent administrative requirements;
- Assists in grant applications for potential funding for capital project;
- Review and recommend multi-modal transportation technologies that can assist in moving people/vehicles along transportation corridors; and
- Performs related duties as required and assigned.

The Project Delivery Manager shall have expertise in:

- Advanced knowledge of principles, practices and techniques of project and program management for capital projects;
- Regulatory requirements and guidelines associated with obligation and expenditure of local, regional, state and federal transportation funds for capital and operations projects;
- All aspects of Caltrans Local Assistance Procedure Manual and Caltrans Project Development Procedure Manual processes and the requirements therein;
- Standard cost estimation and value engineering techniques;
- Standard transportation planning principles and methods; consultant contract preparation and oversight of consultant contracts for professional services;
- Database development and management;
- Spreadsheet, word processing, project scheduling and internet software; and
- Emerging transportation technologies that can assist the Agency in improving operations and efficiencies on transportation systems.

V. SKILLS AND ABILITIES. The Project Delivery Manager shall demonstrate the ability to implement capital projects and program monitoring plan to ensure timely and cost effective project delivery; familiarity with project scheduling applications; ability to analyze and interpret data pertaining to capital planning issues using appropriate methods and statistical techniques; summarize and present data and prepare written reports and recommendations; speak effectively and write clearly and concisely; ability to exercise tact and courtesy in

working with members of the general public; and ability to deal effectively with Agency Board members, other government officials, professional and technical colleagues and staff.

DRAFT

TY LIN PROJECT MANAGEMENT VINE TRAIL COST PROPOSAL

INSTRUCTIONS

- 1) The total cost of all items combined should be a not-to-exceed cost proposal. Tasks listed below to be completed between in FY 2018/2019 and 2019/2020.
- 2) The cost proposal should include the hourly billing rates for each member of the Design Team as indicated in the RFQ. The hourly billing rate must include: salary, benefits, firm overhead charge, any administrative expense or fee and profit. Travel can be included as a separate item.
- 3) Hourly Billing Rate listed below are for 01/01/2018 to 12/31/2018 and will ride for calendar years 2019 and 2020 as outlined in the RFQ.
- 4) Project Management Team can edit the spreadsheet and add additional detail as necessary.

| | Project Manager | Principle-in-Charge | QA/QC Manager | Task Manager | Civil Engineer | TOTAL COSTS | |
|---|-----------------|---------------------|---------------|--------------|----------------|-------------|----------|
| Tasks | \$324.38 | \$355.64 | \$316.12 | \$227.13 | \$190.44 | | Comments |
| 1. Review Existing Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Project Kick-Off Meeting and Review Existing Documents | | | | | | 0 | |
| 2. Project Management | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Overall project management | | | | | | 0 | |
| b) Quality assurance/quality control | | | | | | 0 | |
| 3. Environmental Determination | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Review CEQA Documents Prepared by Consultant | | | | | | 0 | |
| b) Review NEPA Documents Prepared by Consultant | | | | | | 0 | |
| c) Coordinate Environmental Permitting, RWQCB, DFW, ACOE | | | | | | 0 | |
| 4. Design Development | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Review Construction Documents (35%) | | | | | | 0 | |
| b) Review Construction Documents (60%) | | | | | | 0 | |
| c) Review Construction Documents (95%) | | | | | | 0 | |
| d) Review Construction Documents (100%) | | | | | | 0 | |
| e) Review Cost Estimate | | | | | | 0 | |
| f) Updated Schedule | | | | | | 0 | |
| 5. Caltrans Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Request ATP Con Allocation Extension | | | | | | 0 | |
| b) Coordinate Caltrans PS&E Submittals | | | | | | 0 | |
| c) Request Authorization to Proceed E-76 Construction | | | | | | 0 | |
| 6. Bid and Award | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Schedule and conduct contractor pre-bid conference and site visit. | | | | | | 0 | |
| b) Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period. | | | | | | 0 | |
| c) Prepare addenda to the contract documents, as required. | | | | | | 0 | |
| d) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids. | | | | | | 0 | |
| e) Analyze substitutions request and recommend disposition. | | | | | | 0 | |
| 7. Construction Phase Services | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Shop Drawings Review | | | | | | 0 | |
| b) Consultation | | | | | | 0 | |
| c) Attend Construction Meetings | | | | | | 0 | |
| d) Requests for Information | | | | | | 0 | |
| e) Periodic Observations | | | | | | 0 | |
| f) Final Inspection | | | | | | 0 | |
| TOTAL COST | 0 | 0 | 0 | 0 | 0 | 0 | |

EXHIBIT B
COST SHEET

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------------------------|----------------------|
| Task 1 - Review Existing Documents | |
| Task 2 - Project Management | |
| Task 3 - Environmental Determination | |
| Task 4 - Design Development | |
| Task 5 - Caltrans Documents | |
| Task 6 - Bid and Award | |
| Task 7 - Construction Phase Services | |
| TOTAL NOT TO EXCEED | \$75,000 |

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$75,000. Subject to Agreement, CONTRACTOR shall periodically invoice NVT A based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.

**PROJECT WORK ORDER NO. E-03
ON-CALL A/E & PROJECT DELIVERY SERVICES**

PROJECT NAME: PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS – *IMOLA PARK + RIDE*

PROJECT MANAGER: Rebecca Schenck, Transportation Program Planner & Policy Analyst,
rschenck@nvta.ca.gov, (707) 259-8636

CONSULTANT DESIGNATED TEAM MEMBERS:

- T.Y. LIN INTERNATIONAL Staff – see EXHIBIT A, Samuel Chui, PE, Task Manager/Project Manager

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated July 6, 2018, and Fee Schedule attached as EXHIBIT B.

START DATE: *JULY 18, 2018*

COMPLETION DATE: *JUNE 30, 2020*

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$50,000

CHARGE NUMBER FOR PAYMENT: TDA8 8301001 52310 CMA_PLAN_PRGMS

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated *JUNE 1, 2018*, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director

Date: _____

T.Y. LIN INTERNATIONAL
Contractor

By: _____
JOHN KENYON, PE
Associate Vice President

Date: _____

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

Tax ID: _____
18-25 T.Y. LIN/E03/07182018/ryk

EXHIBIT A

SCOPE OF WORK

PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS

IMOLA PARK+RIDE IMPROVEMENTS

I. INTRODUCTION. The Project Delivery Manager will assist the Napa Valley Transportation Authority (NVTA) in delivering key capital projects on and off the State Highway system. Under general direction of the NVTA Executive Director and/or the Director of Programs, Projects and Planning and/or NVTA engineering staff, the Project Delivery Manager may act in "Responsible Charge" to manage the oversight and delivery of capital projects, with activities ranging from the planning and environmental phase through design and construction of the project. The Project Delivery Manager will be required to work with the California Department of Transportation (Caltrans) - District 4, the Federal Transit Administration (FTA), and/or with other oversight agencies on the projects and shall have in-depth knowledge and experience in working with these agencies on delivering successful transportation projects. This will include working from NVTA offices from time to time and managing routine engineering tasks to gap staffing shortfalls.

II. PROJECT SUMMARY.

Imola Park and Ride Improvements

NVTA is seeking to build two express bus stops, one on the southbound on-ramp at SR-29 and Imola Avenue/SR-121 and a second bus stop at the northbound off-ramp at SR-29 and Imola Avenue/SR-121 with reconstruction of the adjacent Caltrans owned park and ride facility. The project will also modify existing traffic signals and implement pedestrian and bicycle infrastructure improvements to facilitate access to and from the bus stops to the park and ride lot. Currently, NVTA has started the PEER process with Caltrans on the proposed improvements for this project and has secured funding for design and environmental.

The Project Delivery Manager would assume responsibility of working with Caltrans to deliver this project and prepare and manage any work task order(s) for any consultant(s) to perform related work on this project.

III. TASKS/DELIVERABLES.

Task 1 - Review Existing Documents

- a) Project Kick-Off meeting and review existing documents.

Task 2 - Project Management

- a) Overall project management.
- b) Quality assurance/quality control.

Task 3 - Environmental Determination

- a) Review CEQA documents prepared by consultant.
- b) Review NEPA documents prepared by consultant.
- c) Coordinate environmental permitting.

Task 4 - Design Development

- a) Review RFP for engineering services.
- b) Answer questions raised by prospective bidders during the bidding period.
- c) Prepare addenda to the RFP, as required.
- d) Review construction documents (35%).
- e) Review construction documents (60%).
- f) Review construction documents (95%).
- g) Review construction documents (100%).
- h) Review cost estimate.
- i) Updated schedule.

Task 5 - Caltrans Documents

- a) Coordinate with Caltrans on PEER process.

Task 6 - Construction Bid and Award

- a) Schedule and conduct contractor pre-bid conference and site visit.
- b) Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- c) Prepare addenda to the contract documents, as required.
- d) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids.
- e) Analyze substitutions request and recommend disposition.

Task 7 - Construction Phase Services

Oversee the engineering firm in the completion of the following:

- a) Shop drawings review.
- b) Consultation.

- c) Attend construction meetings.
- d) Requests for information.
- e) Periodic observations.
- f) Equipment testing and startup.
- g) Commissioning.
- h) Final inspection.

IV. DUTIES AND RESPONSIBILITIES. As determined by the NVTa Executive Director and/or the Director of Programs, Projects and Planning, the Project Delivery Manager will either work under supervision of the agency staff engineer or be in “Responsible Charge” for delivering the project. The Project Delivery Manager will at minimum:

- Provide oversight of the delivery of the capital project;
- Responsible for overseeing Agency’s consultants working on contract engineering, design, construction management, and other project delivery support activities/documents;
- Manage project oversight and project controls – develops and implements strategies to assure project is delivered timely and per scope and budget parameters;
- Prepare and manage project budgets, schedules and quality control objectives;
- Prepare scopes of work and/or work task orders for activities related to project delivery;
- Provides oversight to Agency’s A&E consultants working on the Agency’s projects;
- Provide project delivery support to local jurisdictions;
- Responsible for technical input on project as needed to support the development and updates to the Countywide Transportation Plan or other Agency plans, studies, and programming efforts;
- Provides recommendations to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff on all capital project related matters;
- Responsible for facilitating working relationships with key Caltrans staff and stakeholders, and conducting meetings to advance the capital project for the Agency;
- Represent the Agency and its capital projects’ interests when meeting with Caltrans and stakeholders;
- Prepare project materials for Caltrans review;
- Makes presentations to the NVTa Board, its Committees and other public meetings as necessary;

- Provides timely communication of project status and issues to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or the NVTa engineering staff;
- Develops, negotiates, and recommends to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff the approval of contracts and cooperative agreements with other governmental agencies, stakeholders, consultants, and private contractors as needed, and is responsible for monitoring their implementation;
- Coordinates with federal, state, and local agencies during project conceptualization, design and implementation, and ensures compliance with any pertinent administrative requirements;
- Assists in grant applications for potential funding for capital project;
- Review and recommend multi-modal transportation technologies that can assist in moving people/vehicles along transportation corridors; and
- Performs related duties as required and assigned.

The Project Delivery Manager shall have expertise in:

- Advanced knowledge of principles, practices and techniques of project and program management for capital projects;
- Regulatory requirements and guidelines associated with obligation and expenditure of local, regional, state and federal transportation funds for capital and operations projects;
- All aspects of Caltrans Local Assistance Procedure Manual and Caltrans Project Development Procedure Manual processes and the requirements therein;
- Standard cost estimation and value engineering techniques;
- Standard transportation planning principles and methods; consultant contract preparation and oversight of consultant contracts for professional services;
- Database development and management;
- Spreadsheet, word processing, project scheduling and internet software; and
- Emerging transportation technologies that can assist the Agency in improving operations and efficiencies on transportation systems.

V. SKILLS AND ABILITIES. The Project Delivery Manager shall demonstrate the ability to implement capital projects and program monitoring plan to ensure timely and cost effective project delivery; familiarity with project scheduling applications; ability to analyze and

interpret data pertaining to capital planning issues using appropriate methods and statistical techniques; summarize and present data and prepare written reports and recommendations; speak effectively and write clearly and concisely; ability to exercise tact and courtesy in working with members of the general public; and ability to deal effectively with Agency Board members, other government officials, professional and technical colleagues and staff.

DRAFT

TY LIN PROJECT MANAGEMENT IMOLA PARK AND RIDE COST PROPOSAL

INSTRUCTIONS

- 1) The total cost of all items combined should be a not-to-exceed cost proposal. Tasks listed below to be completed between in FY 2018/2019 and 2019/2020.
- 2) The cost proposal should include the hourly billing rates for each member of the Design Team as indicated in the RFQ. The hourly billing rate must include: salary, benefits, firm overhead charge, any administrative expense or fee and profit. Travel can be included as a separate item.
- 3) Hourly Billing Rate listed below are for 01/01/2018 to 12/31/2018 and will ride for calendar years 2019 and 2020 as outlined in the RFQ.
- 4) Project Management Team can edit the spreadsheet and add additional detail as necessary.

| Tasks | Project Manager | Principle-in-Charge | QA/QC Manager | Task Manager | Civil Engineer | TOTAL COSTS | Comments |
|---|-----------------|---------------------|---------------|--------------|----------------|-------------|----------|
| 1. Review Existing Documents | \$324.38 | \$355.64 | \$316.12 | \$227.13 | \$190.44 | 0 | |
| a) Project Kick-Off Meeting and Review Existing Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2. Project Management | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Overall project management | | | | | | 0 | |
| b) Quality assurance/quality control | | | | | | 0 | |
| 3. Environmental Determination | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Review CEQA Documents Prepared by Consultant | | | | | | 0 | |
| b) Review NEPA Documents Prepared by Consultant | | | | | | 0 | |
| c) Coordinate Environmental Permitting | | | | | | 0 | |
| 4. Design Development | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Review RFP for Engineering Services | | | | | | 0 | |
| b) Answer questions raised by prospective bidders during the bidding period. | | | | | | 0 | |
| c) Prepare addenda to the RFP, as required. | | | | | | 0 | |
| d) Review Construction Documents (35%) | | | | | | 0 | |
| e) Review Construction Documents (60%) | | | | | | 0 | |
| f) Review Construction Documents (85%) | | | | | | 0 | |
| g) Review Construction Documents (100%) | | | | | | 0 | |
| h) Review Cost Estimate | | | | | | 0 | |
| i) Updated Schedule | | | | | | 0 | |
| 5. Caltrans Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Coordinate with Caltrans on PEER Process | | | | | | 0 | |
| 6. Construction Bid and Award | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Schedule and conduct contractor pre-bid conference and site visit. | | | | | | 0 | |
| b) Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period. | | | | | | 0 | |
| c) Prepare addenda to the contract documents, as required. | | | | | | 0 | |
| d) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids. | | | | | | 0 | |
| e) Analyze substitutions request and recommend disposition. | | | | | | 0 | |
| 7. Construction Phase Services (Oversee Engineering Firm in the completion of the following tasks) | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Shop Drawings Review | | | | | | 0 | |
| b) Consultation | | | | | | 0 | |
| c) Attend Construction Meetings | | | | | | 0 | |
| d) Requests for Information | | | | | | 0 | |
| e) Periodic Observations | | | | | | 0 | |
| f) Equipment Testing and Startup | | | | | | 0 | |
| g) Commissioning | | | | | | 0 | |
| h) Final Inspection | | | | | | 0 | |
| TOTAL COST | 0 | 0 | 0 | 0 | 0 | 0 | |

EXHIBIT B
COST SHEET

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------------------------|----------------------|
| Task 1 - Review Existing Documents | |
| Task 2 - Project Management | |
| Task 3 - Environmental Determination | |
| Task 4 - Design Development | |
| Task 5 - Caltrans Documents | |
| Task 6 - Construction Bid and Award | |
| Task 7 - Construction Phase Services | |
| TOTAL NOT TO EXCEED | \$50,000 |

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$50,000. Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.

PROJECT WORK ORDER NO. E-04
ON-CALL A/E & PROJECT DELIVERY SERVICES

PROJECT NAME: PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS – *CARNEROS INTERSECTION IMPROVEMENT*

PROJECT MANAGER: Rebecca Schenck, Transportation Program Planner & Policy Analyst,
rschenck@nvta.ca.gov, (707) 259-8636

CONSULTANT DESIGNATED TEAM MEMBERS:

- T.Y. LIN INTERNATIONAL Staff – see EXHIBIT A, Samuel Chui, PE, Task Manager/Project Manager

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated July 6, 2018, and Fee Schedule attached as EXHIBIT B.

START DATE: *JULY 18, 2018*

COMPLETION DATE: *JUNE 30, 2020*

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$25,000

CHARGE NUMBER FOR PAYMENT: TDA8 8301001 52310 CMA_PLAN_PRGMS

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated *MAY 15, 2018*, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director

Date: _____

T.Y. LIN INTERNATIONAL
Contractor

By: _____
JOHN KENYON, PE
Associate Vice President

Date: _____

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

Tax ID: _____
18-25 T.Y. LIN/E04/07182018/ryk

EXHIBIT A

SCOPE OF WORK

PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS *CARNEROS INTERSECTION IMPROVEMENTS*

I. INTRODUCTION. The Project Delivery Manager will assist the Napa Valley Transportation Authority (NVTA) in delivering key capital projects on and off the State Highway system. Under general direction of the NVTA Executive Director and/or the Director of Programs, Projects and Planning and/or NVTA engineering staff, the Project Delivery Manager may act in "Responsible Charge" to manage the oversight and delivery of capital projects, with activities ranging from the planning and environmental phase through design and construction of the project. The Project Delivery Manager will be required to work with the California Department of Transportation (Caltrans) - District 4, the Federal Transit Administration (FTA), and/or with other oversight agencies on the projects and shall have in-depth knowledge and experience in working with these agencies on delivering successful transportation projects. This will include working from NVTA offices from time to time and managing routine engineering tasks to gap staffing shortfalls.

II. PROJECT SUMMARY.

Carneros Intersection Improvements

NVTA has identified improvements to the intersection of SR 29/SR 12/SR 121 known as the Carneros Intersection that are relatively low-cost. Improvements would involve the channelization of a northbound SR 29 free movement and introduction of a SR 29 southbound free right-hand turn onto SR 12. Traffic turning left from SR 12 onto SR 29 would merge onto SR 29 via a slip lane.

The Project Delivery Manager would work with Caltrans on the appropriate Project Initiation Document to get work started on this project (most likely a PEER process), oversee the project delivery and management of this project, and manage any work task order(s) for any consultant(s) to perform related work on this project. NVTA has identified funding to get this project started.

III. TASKS/DELIVERABLES.

Task 1 - Review Existing Documents

- a) Project Kick-Off meeting and review existing documents.

Task 2 - Project Management

- a) Overall project management.
- b) Quality assurance/quality control.

Task 3 - Environmental Determination

- a) Review CEQA documents prepared by consultant.
- b) Review NEPA documents prepared by consultant.
- c) Coordinate environmental permitting.

Task 4 - Design Development

- a) Review RFP for engineering services.
- b) Answer questions raised by prospective bidders during the bidding period.
- c) Prepare addenda to the RFP, as required.
- d) Review construction documents (35%).
- e) Review construction documents (60%).
- f) Review construction documents (95%).
- g) Review construction documents (100%).
- h) Review cost estimate.
- i) Updated schedule.

Task 5 - Caltrans Documents

- a) Coordinate with Caltrans on PEER process

Task 6 - Construction Bid and Award

- a) Schedule and conduct contractor pre-bid conference and site visit.
- b) Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- c) Prepare addenda to the contract documents, as required.
- d) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids.
- e) Analyze substitutions request and recommend disposition.

Task 7 - Construction Phase Services

Oversee engineering firm in the completion of the following:

- a) Shop drawings review.

- b) Consultation.
- c) Attend construction meetings.
- d) Requests for information.
- e) Periodic observations.
- f) Equipment testing and startup.
- g) Commissioning.
- h) Final inspection.

IV. DUTIES AND RESPONSIBILITIES. As determined by the NVTa Executive Director and/or the Director of Programs, Projects and Planning, the Project Delivery Manager will either work under supervision of the agency staff engineer or be in “Responsible Charge” for delivering the project. The Project Delivery Manager will at minimum:

- Provide oversight of the delivery of the capital project;
- Responsible for overseeing Agency’s consultants working on contract engineering, design, construction management, and other project delivery support activities/documents;
- Manage project oversight and project controls – develops and implements strategies to assure project is delivered timely and per scope and budget parameters;
- Prepare and manage project budgets, schedules and quality control objectives;
- Prepare scopes of work and/or work task orders for activities related to project delivery;
- Provides oversight to Agency’s A&E consultants working on the Agency’s projects;
- Provide project delivery support to local jurisdictions;
- Responsible for technical input on project as needed to support the development and updates to the Countywide Transportation Plan or other Agency plans, studies, and programming efforts;
- Provides recommendations to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff on all capital project related matters;
- Responsible for facilitating working relationships with key Caltrans staff and stakeholders, and conducting meetings to advance the capital project for the Agency;
- Represent the Agency and its capital projects’ interests when meeting with Caltrans and stakeholders;
- Prepare project materials for Caltrans review;
- Makes presentations to the NVTa Board, its Committees and other public meetings as necessary;

- Provides timely communication of project status and issues to the NVTA Executive Director and/or Director of Programs, Projects and Planning and/or the NVTA engineering staff;
- Develops, negotiates, and recommends to the NVTA Executive Director and/or Director of Programs, Projects and Planning and/or NVTA engineering staff the approval of contracts and cooperative agreements with other governmental agencies, stakeholders, consultants, and private contractors as needed, and is responsible for monitoring their implementation;
- Coordinates with federal, state, and local agencies during project conceptualization, design and implementation, and ensures compliance with any pertinent administrative requirements;
- Assists in grant applications for potential funding for capital project;
- Review and recommend multi-modal transportation technologies that can assist in moving people/vehicles along transportation corridors; and
- Performs related duties as required and assigned.

The Project Delivery Manager shall have expertise in:

- Advanced knowledge of principles, practices and techniques of project and program management for capital projects;
- Regulatory requirements and guidelines associated with obligation and expenditure of local, regional, state and federal transportation funds for capital and operations projects;
- All aspects of Caltrans Local Assistance Procedure Manual and Caltrans Project Development Procedure Manual processes and the requirements therein;
- Standard cost estimation and value engineering techniques;
- Standard transportation planning principles and methods; consultant contract preparation and oversight of consultant contracts for professional services;
- Database development and management;
- Spreadsheet, word processing, project scheduling and internet software; and
- Emerging transportation technologies that can assist the Agency in improving operations and efficiencies on transportation systems.

V. SKILLS AND ABILITIES. The Project Delivery Manager shall demonstrate the ability to implement capital projects and program monitoring plan to ensure timely and cost effective project delivery; familiarity with project scheduling applications; ability to analyze and

interpret data pertaining to capital planning issues using appropriate methods and statistical techniques; summarize and present data and prepare written reports and recommendations; speak effectively and write clearly and concisely; ability to exercise tact and courtesy in working with members of the general public; and ability to deal effectively with Agency Board members, other government officials, professional and technical colleagues and staff.

DRAFT

TY LIN PROJECT MANAGEMENT CARNEROS PROPOSAL

INSTRUCTIONS

- 1) The total cost of all items combined should be a not-to-exceed cost proposal. Tasks listed below to be completed between in FY 2018/2019 and 2019/2020.
- 2) The cost proposal should include the hourly billing rates for each member of the Design Team as indicated in the RFQ. The hourly billing rate must include: salary, benefits, firm overhead charge, any administrative expense or fee and profit. Travel can be included as a separate item.
- 3) Hourly Billing Rate listed below are for 01/01/2018 to 12/31/2018 and will ride for calendar years 2019 and 2020 as outlined in the RFQ.
- 4) Project Management Team can edit the spreadsheet and add additional detail as necessary.

| | Project Manager | Principle-in-Charge | QA/QC Manager | Task Manager | Civil Engineer | TOTAL COSTS | |
|---|-----------------|---------------------|---------------|--------------|----------------|-------------|----------|
| Tasks | \$324.38 | \$355.64 | \$316.12 | \$227.13 | \$190.44 | | Comments |
| 1. Review Existing Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Project Kick-Off Meeting and Review Existing Documents | | | | | | 0 | |
| 2. Project Management | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Overall project management | | | | | | 0 | |
| b) Quality assurance/quality control | | | | | | 0 | |
| 3. Environmental Determination | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Review CEQA Documents Prepared by Consultant | | | | | | 0 | |
| b) Review NEPA Documents Prepared by Consultant | | | | | | 0 | |
| c) Coordinate Environmental Permitting | | | | | | 0 | |
| 4. Design Development | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Write RFP for Engineering Services | | | | | | 0 | |
| b) Answer questions raised by prospective bidders during the bidding period. | | | | | | 0 | |
| c) Prepare addenda to the RFP, as required. | | | | | | 0 | |
| d) Review Construction Documents (35%) | | | | | | 0 | |
| e) Review Construction Documents (65%) | | | | | | 0 | |
| f) Review Construction Documents (95%) | | | | | | 0 | |
| g) Review Construction Documents (100%) | | | | | | 0 | |
| h) Review Cost Estimate | | | | | | 0 | |
| i) Updated Schedule | | | | | | 0 | |
| 5. Caltrans Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Coordinate with Caltrans on PEER Process | | | | | | 0 | |
| 6. Construction Bid and Award | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Schedule and conduct contractor pre-bid conference and site visit. | | | | | | 0 | |
| b) Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period. | | | | | | 0 | |
| c) Prepare addenda to the contract documents, as required. | | | | | | 0 | |
| d) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids. | | | | | | 0 | |
| e) Analyze substitutions request and recommend disposition. | | | | | | 0 | |
| 7. Construction Phase Services (Oversee Engineering Firm in the completion of the following tasks) | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Shop Drawings Review | | | | | | 0 | |
| b) Consultation | | | | | | 0 | |
| c) Attend Construction Meetings | | | | | | 0 | |
| d) Requests for Information | | | | | | 0 | |
| e) Periodic Observations | | | | | | 0 | |
| f) Equipment Testing and Startup | | | | | | 0 | |
| g) Commissioning | | | | | | 0 | |
| h) Final Inspection | | | | | | 0 | |
| TOTAL COST | 0 | 0 | 0 | 0 | 0 | 0 | |

EXHIBIT B
COST SHEET

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------------------------|----------------------|
| Task 1 - Review Existing Documents | |
| Task 2 - Project Management | |
| Task 3 - Environmental Determination | |
| Task 4 - Design Development | |
| Task 5 - Caltrans Documents | |
| Task 6 - Construction Bid and Award | |
| Task 7 - Construction Phase Services | |
| TOTAL NOT TO EXCEED | \$25,000 |

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$25,000. Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.

PROJECT WORK ORDER NO. E-05
ON-CALL A/E & PROJECT DELIVERY SERVICES

PROJECT NAME: PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS – TRANSIT
MAINTENANCE FACILITY

PROJECT MANAGER: Rebecca Schenck, Transportation Program Planner & Policy Analyst,
rschenck@nvta.ca.gov, (707) 259-8636

CONSULTANT DESIGNATED TEAM MEMBERS:

- T.Y. LIN INTERNATIONAL Staff – see EXHIBIT A, Tim Clifford, PE, Civil Engineer/Project Manager

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated July 6, 2018, and Fee Schedule attached as EXHIBIT B.

START DATE: JULY 18, 2018

COMPLETION DATE: JUNE 30, 2020

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$50,000

CHARGE NUMBER FOR PAYMENT: TDA8 8301001 52310 CMA_PLAN_PRGMS

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the “Master Agreement with (CONTRACTOR) dated MAY 15, 2018, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director

Date: _____

T.Y. LIN INTERNATIONAL
Contractor

By: _____
JOHN KENYON, PE
Associate Vice President

Date: _____

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

Tax ID: _____
18-25 T.Y. LIN/E05/07182018/ryk

EXHIBIT A

SCOPE OF WORK

PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS *TRANSIT MAINTENANCE FACILITY*

I. INTRODUCTION. The Project Delivery Manager will assist the Napa Valley Transportation Authority (NVTA) in delivering key capital projects on and off the State Highway system. Under general direction of the NVTA Executive Director and/or the Director of Programs, Projects and Planning and/or NVTA engineering staff, the Project Delivery Manager may act in "Responsible Charge" to manage the oversight and delivery of capital projects, with activities ranging from the planning and environmental phase through design and construction of the project. The Project Delivery Manager will be required to work with the California Department of Transportation (Caltrans) - District 4, the Federal Transit Administration (FTA), and/or with other oversight agencies on the projects and shall have in-depth knowledge and experience in working with these agencies on delivering successful transportation projects. This will include working from NVTA offices from time to time and managing routine engineering tasks to gap staffing shortfalls.

II. PROJECT SUMMARY.

Transit Maintenance Facility

NVTA purchased an 8-acre property to construct a new Vine Transit Maintenance Facility to address the current needs and future growth of the transit fleet. The proposed facility will house a fleet of up to 90 transit vehicles, provide 28,000 square feet of facilities consisting of 6 bus maintenance bays, a bus wash, a regional conference center, dispatch call-center, and administrative offices for the Vine operator. The total project cost is estimated at \$42 million. The facility design work is currently underway at 60% design. Construction on the project is scheduled to commence in summer 2019.

The Project Delivery Manager will review design and engineering plans as well as oversee work completed by various consultants on the project such as the solar consultant, design and engineering and construction management. The Project Delivery Manager will ensure quality control and the interests of the Agency are being met in the design and construction process. The Project Manager will also be expected to meet

with the Vine Operators to confirm operating needs are being met in the design and construction of the project.

III. TASKS/DELIVERABLES.

Task 1 -Review Existing Documents

- a) Project Kick-Off meeting and review existing documents.

Task 2 - Project Management

- a) Overall project management.
- b) Quality assurance/quality control.

Task 3 - Design Review, Cost Estimate and Schedule

- a) Review construction documents (90%).
- b) Review construction documents (100%).
- c) Review cost estimate and milestone scheduling (100%).
- d) Value engineering/analysis.

Task 4 - Review Contract Documents

- a) Review 100% permitting and utilities submissions including Napa Sanitation District, Napa County Public Works, American Canyon Water, PG&E Gas, PG&E Service Planning and Interconnection, and AT&T.

Task 5 - Bid and Award

- a) Attend contractor pre-bid conference and site visit.
- b) Assist in answering questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.
- c) Review addenda to the contract documents, as required.
- d) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids.
- e) Assist in analysis of substitutions request and recommend disposition.

Task 6 - Construction Phase Services. Oversee contractor (Kimley-Horn and Associates) in the completion of the following tasks:

- a) Shop drawings review.
- b) Consultation.
- c) Attend construction meetings.
- d) Review requests for information.
- e) Periodic observations.
- f) Equipment testing and startup.
- g) Commissioning.
- h) Final inspection.

IV. DUTIES AND RESPONSIBILITIES. As determined by the NVTa Executive Director and/or the Director of Programs, Projects and Planning, the Project Delivery Manager will either work under supervision of the agency staff engineer or be in “Responsible Charge” for delivering the project. The Project Delivery Manager will at minimum:

- Provide oversight of the delivery of the capital project;
- Responsible for overseeing Agency’s consultants working on contract engineering, design, construction management, and other project delivery support activities/documents;
- Manage project oversight and project controls – develops and implements strategies to assure project is delivered timely and per scope and budget parameters;
- Prepare and manage project budgets, schedules and quality control objectives;
- Prepare scopes of work and/or work task orders for activities related to project delivery;
- Provides oversight to Agency’s A&E consultants working on the Agency’s projects;
- Provide project delivery support to local jurisdictions;
- Responsible for technical input on project as needed to support the development and updates to the Countywide Transportation Plan or other Agency plans, studies, and programming efforts;
- Provides recommendations to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff on all capital project related matters;
- Responsible for facilitating working relationships with key Caltrans staff and stakeholders, and conducting meetings to advance the capital project for the Agency;
- Represent the Agency and its capital projects’ interests when meeting with Caltrans and stakeholders;
- Prepare project materials for Caltrans review;
- Makes presentations to the NVTa Board, its Committees and other public meetings as necessary;
- Provides timely communication of project status and issues to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or the NVTa engineering staff;
- Develops, negotiates, and recommends to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff the approval of contracts and cooperative agreements with other governmental agencies, stakeholders,

- consultants, and private contractors as needed, and is responsible for monitoring their implementation;
- Coordinates with federal, state, and local agencies during project conceptualization, design and implementation, and ensures compliance with any pertinent administrative requirements;
 - Assists in grant applications for potential funding for capital project;
 - Review and recommend multi-modal transportation technologies that can assist in moving people/vehicles along transportation corridors; and
 - Performs related duties as required and assigned.

The Project Delivery Manager shall have expertise in:

- Advanced knowledge of principles, practices and techniques of project and program management for capital projects;
- Regulatory requirements and guidelines associated with obligation and expenditure of local, regional, state and federal transportation funds for capital and operations projects;
- All aspects of Caltrans Local Assistance Procedure Manual and Caltrans Project Development Procedure Manual processes and the requirements therein;
- Standard cost estimation and value engineering techniques;
- Standard transportation planning principles and methods; consultant contract preparation and oversight of consultant contracts for professional services;
- Database development and management;
- Spreadsheet, word processing, project scheduling and internet software; and
- Emerging transportation technologies that can assist the Agency in improving operations and efficiencies on transportation systems.

V. SKILLS AND ABILITIES. The Project Delivery Manager shall demonstrate the ability to implement capital projects and program monitoring plan to ensure timely and cost effective project delivery; familiarity with project scheduling applications; ability to analyze and interpret data pertaining to capital planning issues using appropriate methods and statistical techniques; summarize and present data and prepare written reports and recommendations; speak effectively and write clearly and concisely; ability to exercise tact and courtesy in working with members of the general public; and ability to deal effectively with Agency Board members, other government officials, professional and technical colleagues and staff.

TY LIN PROJECT MANAGEMENT MAINTENANCE YARD COST PROPOSAL

INSTRUCTIONS

- 1) The total cost of all items combined should be a not-to-exceed cost proposal. Tasks listed below to be completed between in FY 2018/2019 and 2019/2020.
- 2) The cost proposal should included the hourly billing rates for each member of the Design Team as indicated in the RFQ. The hourly billing rate must include: salary, benefits, firm overhead charge, any administrative expense or fee and profit. Travel can be included as a separate item.
- 3) Hourly Billing Rate listed below are for 01/01/2018 to 12/31/2018 and will ride for calendar years 2019 and 2020 as outlined in the RFQ.
- 4) Project Management Team can edit the spreadsheet and add additional detail as necessary.

| Tasks | Project Manager | Principle-in-Charge | QA/QC Manager | Task Manager | Civil Engineer | TOTAL COSTS | Comments |
|--|-----------------|---------------------|---------------|--------------|----------------|-------------|----------|
| 1. Review Existing Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Project Kick-Off Meeting and Review Existing Documents | | | | | | 0 | |
| 2. Project Management | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Overall project management | | | | | | 0 | |
| b) Quality assurance/quality control | | | | | | 0 | |
| 3. Design Review, Cost Estimate and Schedule | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Review Construction Documents (90%) | | | | | | 0 | |
| b) Review Construction Documents (100%) | | | | | | 0 | |
| c) Review Cost Estimate and Milestone Scheduling (100%) | | | | | | 0 | |
| d) Value engineering/analysis | | | | | | 0 | |
| 4. Review Contract Documents | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Review 100% Permitting and Utilities Submissions including Napa San, Napa County Public Works, AmCan Water, PG&E Gas, PG&E Service Planning and Interconnection, and AT&T | | | | | | 0 | |
| 5. Bid and Award | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Attend contractor pre-bid conference and site visit. | | | | | | 0 | |
| b) Assist in answering questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period. | | | | | | 0 | |
| c) Review addenda to the contract documents, as required. | | | | | | 0 | |
| d) Review contract bids for conformance with the contract drawings and specifications, and evaluate bids. | | | | | | 0 | |
| e) Assist in analysis of substitutions request and recommend disposition. | | | | | | 0 | |
| 6. Construction Phase Services (Oversee Kimley Horn in the Completion of the following tasks) | 0 | 0 | 0 | 0 | 0 | 0 | |
| a) Shop Drawings Review | | | | | | 0 | |
| b) Consultation | | | | | | 0 | |
| c) Attend Construction Meetings | | | | | | 0 | |
| d) Review Requests for Information | | | | | | 0 | |
| e) Periodic Observations | | | | | | 0 | |
| f) Equipment Testing and Startup | | | | | | 0 | |
| g) Commissioning | | | | | | 0 | |
| h) Final Inspection | | | | | | 0 | |
| TOTAL COST | 0 | 0 | 0 | 0 | 0 | 0 | |

EXHIBIT B
COST SHEET

| DESCRIPTION | AMOUNT |
|--|-----------------|
| Task 1 -Review Existing Documents | _____ |
| Task 2 - Project Management | _____ |
| Task 3 - Design Review, Cost Estimate and Schedule | _____ |
| Task 4 - Review Contract Documents | _____ |
| Task 5 - Bid and Award | _____ |
| Task 6 - Construction Phase Services | _____ |
| TOTAL NOT TO EXCEED | \$50,000 |

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$50,000. Subject to Agreement, CONTRACTOR shall periodically invoice NVT A based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.

**PROJECT WORK ORDER NO. E-06
ON-CALL A/E & PROJECT DELIVERY SERVICES**

PROJECT NAME: PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS –
ROUNDAABOUTS – CALIFORNIA BLVD AT FIRST AND SECOND STREET

PROJECT MANAGER: Rebecca Schenck, Transportation Program Planner & Policy Analyst,
rschenck@nvta.ca.gov, (707) 259-8636

CONSULTANT DESIGNATED TEAM MEMBERS:

- T.Y. LIN INTERNATIONAL Staff – see EXHIBIT A, Section/Chapter, Project Personnel

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated July 6, 2018, and Fee Schedule attached as EXHIBIT B.

START DATE: JULY 18, 2018

COMPLETION DATE: JUNE 30, 2020

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$10,000

CHARGE NUMBER FOR PAYMENT: TDA8 8301001 52310 CMA_PLAN_PRGMS

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated MAY 15, 2018, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director

Date: _____

T.Y. LIN INTERNATIONAL
Contractor

By: _____
JOHN KENYON, PE
Associate Vice President

Date: _____

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

Tax ID: _____
18-25 T.Y. LIN/E06/07182018/ryk

EXHIBIT A

SCOPE OF WORK

PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS *ROUNDAABOUTS – CALIFORNIA BLVD AT FIRST AND SECOND STREET*

I. INTRODUCTION. The Project Delivery Manager will assist the Napa Valley Transportation Authority (NVTA) in delivering key capital projects on and off the State Highway system. Under general direction of the NVTA Executive Director and/or the Director of Programs, Projects and Planning and/or NVTA engineering staff, the Project Delivery Manager may act in “Responsible Charge” to manage the oversight and delivery of capital projects, with activities ranging from the planning and environmental phase through design and construction of the project. The Project Delivery Manager will be required to work with the California Department of Transportation (Caltrans) - District 4, the Federal Transit Administration (FTA), and/or with other oversight agencies on the projects and shall have in-depth knowledge and experience in working with these agencies on delivering successful transportation projects. This will include working from NVTA offices from time to time and managing routine engineering tasks to gap staffing shortfalls.

II. PROJECT SUMMARY.

Roundabouts - California Blvd at First and Second Street

In support of the City of Napa Public Works Department, provide project management support for this joint City of Napa/Caltrans project to install three (3) roundabouts on the east side of SR 29 at the First Street exit. City staff has developed the PS&E and Caltrans will manage construction. Construction on the project is scheduled to commence in 2019.

III. DUTIES AND RESPONSIBILITIES. As determined by the NVTA Executive Director and/or the Director of Programs, Projects and Planning, the Project Delivery Manager will either work under supervision of the agency staff engineer or be in “Responsible Charge” for delivering the project. The Project Delivery Manager will at minimum:

- Provide oversight of the delivery of the capital project;

- Responsible for overseeing Agency's consultants working on contract engineering, design, construction management, and other project delivery support activities/documents;
- Manage project oversight and project controls – develops and implements strategies to assure project is delivered timely and per scope and budget parameters;
- Prepare and manage project budgets, schedules and quality control objectives;
- Prepare scopes of work and/or work task orders for activities related to project delivery;
- Provides oversight to Agency's A&E consultants working on the Agency's projects;
- Provide project delivery support to local jurisdictions;
- Responsible for technical input on project as needed to support the development and updates to the Countywide Transportation Plan or other Agency plans, studies, and programming efforts;
- Provides recommendations to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff on all capital project related matters;
- Responsible for facilitating working relationships with key Caltrans staff and stakeholders, and conducting meetings to advance the capital project for the Agency;
- Represent the Agency and its capital projects' interests when meeting with Caltrans and stakeholders;
- Prepare project materials for Caltrans review;
- Makes presentations to the NVTa Board, its Committees and other public meetings as necessary;
- Provides timely communication of project status and issues to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or the NVTa engineering staff;
- Develops, negotiates, and recommends to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff the approval of contracts and cooperative agreements with other governmental agencies, stakeholders, consultants, and private contractors as needed, and is responsible for monitoring their implementation;
- Coordinates with federal, state, and local agencies during project conceptualization, design and implementation, and ensures compliance with any pertinent administrative requirements;
- Assists in grant applications for potential funding for capital project;

- Review and recommend multi-modal transportation technologies that can assist in moving people/vehicles along transportation corridors; and
- Performs related duties as required and assigned.

The Project Delivery Manager shall have expertise in:

- Advanced knowledge of principles, practices and techniques of project and program management for capital projects;
- Regulatory requirements and guidelines associated with obligation and expenditure of local, regional, state and federal transportation funds for capital and operations projects;
- All aspects of Caltrans Local Assistance Procedure Manual and Caltrans Project Development Procedure Manual processes and the requirements therein;
- Standard cost estimation and value engineering techniques;
- Standard transportation planning principles and methods; consultant contract preparation and oversight of consultant contracts for professional services;
- Database development and management;
- Spreadsheet, word processing, project scheduling and internet software; and
- Emerging transportation technologies that can assist the Agency in improving operations and efficiencies on transportation systems.

IV. SKILLS AND ABILITIES. The Project Delivery Manager shall demonstrate the ability to implement capital projects and program monitoring plan to ensure timely and cost effective project delivery; familiarity with project scheduling applications; ability to analyze and interpret data pertaining to capital planning issues using appropriate methods and statistical techniques; summarize and present data and prepare written reports and recommendations; speak effectively and write clearly and concisely; ability to exercise tact and courtesy in working with members of the general public; and ability to deal effectively with Agency Board members, other government officials, professional and technical colleagues and staff.

EXHIBIT B
COST SHEET

| <u>DESCRIPTION</u> | | <u>AMOUNT</u> |
|-----------------------------|----------------------|-----------------|
| <i>Insert cost proposal</i> | NOT TO EXCEED | \$10,000 |

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$10,000. Subject to Agreement, CONTRACTOR shall periodically invoice NVT A based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.

**PROJECT WORK ORDER NO. E-07
ON-CALL A/E & PROJECT DELIVERY SERVICES**

PROJECT NAME: PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS – *EMERGING TECHNOLOGY PROGRAMS*

PROJECT MANAGER: Rebecca Schenck, Transportation Program Planner & Policy Analyst,
rschenck@nvta.ca.gov, (707) 259-8636

CONSULTANT DESIGNATED TEAM MEMBERS:

- T.Y. LIN INTERNATIONAL Staff – see EXHIBIT A, SECTION/CHAPTER, Project Personnel

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated July 6, 2018, and Fee Schedule attached as EXHIBIT B.

START DATE: JULY 18, 2018

COMPLETION DATE: JUNE 30, 2020

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$10,000

CHARGE NUMBER FOR PAYMENT: TDA8 8301001 52310 CMA_PLAN_PRGMS

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated MAY 15, 2018, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director

Date: _____

T.Y. LIN INTERNATIONAL
Contractor

By: _____
JOHN KENYON, PE
Associate Vice President

Date: _____

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

Tax ID _____
18-25 T.Y. LIN/E07/07182018/ryk

EXHIBIT A

SCOPE OF WORK

PROJECT DELIVERY MANAGER FOR CAPITAL PROJECTS *EMERGING TECHNOLOGY PROGRAMS*

I. INTRODUCTION. The Project Delivery Manager will assist the Napa Valley Transportation Authority (NVTA) in delivering key capital projects on and off the State Highway system. Under general direction of the NVTA Executive Director and/or the Director of Programs, Projects and Planning and/or NVTA engineering staff, the Project Delivery Manager may act in “Responsible Charge” to manage the oversight and delivery of capital projects, with activities ranging from the planning and environmental phase through design and construction of the project. The Project Delivery Manager will be required to work with the California Department of Transportation (Caltrans) - District 4, the Federal Transit Administration (FTA), and/or with other oversight agencies on the projects and shall have in-depth knowledge and experience in working with these agencies on delivering successful transportation projects. This will include working from NVTA offices from time to time and managing routine engineering tasks to gap staffing shortfalls.

II. PROJECT SUMMARY.

Emerging Technology Programs

NVTA is testing a number of new technologies to improve corridor operations, public transit efficiencies, and bicycle/pedestrian infrastructure. NVTA staff are interested in expanding its knowledge but has limited staffing and capacity to both investigate, test, and implement. NVTA staff envisions a robust Technologies Program that evaluates and demonstrates emerging transportation technologies that could benefit the agency and its constituents both in the near terms and on a 10 to 25 year planning horizon.

III. DUTIES AND RESPONSIBILITIES. As determined by the NVTA Executive Director and/or the Director of Programs, Projects and Planning, the Project Delivery Manager will either work under supervision of the agency staff engineer or be in “Responsible Charge” for delivering the project. The Project Delivery Manager will at minimum:

- Provide oversight of the delivery of the capital project;

- Responsible for overseeing Agency's consultants working on contract engineering, design, construction management, and other project delivery support activities/documents;
- Manage project oversight and project controls – develops and implements strategies to assure project is delivered timely and per scope and budget parameters;
- Prepare and manage project budgets, schedules and quality control objectives;
- Prepare scopes of work and/or work task orders for activities related to project delivery;
- Provides oversight to Agency's A&E consultants working on the Agency's projects;
- Provide project delivery support to local jurisdictions;
- Responsible for technical input on project as needed to support the development and updates to the Countywide Transportation Plan or other Agency plans, studies, and programming efforts;
- Provides recommendations to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff on all capital project related matters;
- Responsible for facilitating working relationships with key Caltrans staff and stakeholders, and conducting meetings to advance the capital project for the Agency;
- Represent the Agency and its capital projects' interests when meeting with Caltrans and stakeholders;
- Prepare project materials for Caltrans review;
- Makes presentations to the NVTa Board, its Committees and other public meetings as necessary;
- Provides timely communication of project status and issues to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or the NVTa engineering staff;
- Develops, negotiates, and recommends to the NVTa Executive Director and/or Director of Programs, Projects and Planning and/or NVTa engineering staff the approval of contracts and cooperative agreements with other governmental agencies, stakeholders, consultants, and private contractors as needed, and is responsible for monitoring their implementation;
- Coordinates with federal, state, and local agencies during project conceptualization, design and implementation, and ensures compliance with any pertinent administrative requirements;
- Assists in grant applications for potential funding for capital project;

- Review and recommend multi-modal transportation technologies that can assist in moving people/vehicles along transportation corridors; and
- Performs related duties as required and assigned.

The Project Delivery Manager shall have expertise in:

- Advanced knowledge of principles, practices and techniques of project and program management for capital projects;
- Regulatory requirements and guidelines associated with obligation and expenditure of local, regional, state and federal transportation funds for capital and operations projects;
- All aspects of Caltrans Local Assistance Procedure Manual and Caltrans Project Development Procedure Manual processes and the requirements therein;
- Standard cost estimation and value engineering techniques;
- Standard transportation planning principles and methods; consultant contract preparation and oversight of consultant contracts for professional services;
- Database development and management;
- Spreadsheet, word processing, project scheduling and internet software; and
- Emerging transportation technologies that can assist the Agency in improving operations and efficiencies on transportation systems.

IV. SKILLS AND ABILITIES. The Project Delivery Manager shall demonstrate the ability to implement capital projects and program monitoring plan to ensure timely and cost effective project delivery; familiarity with project scheduling applications; ability to analyze and interpret data pertaining to capital planning issues using appropriate methods and statistical techniques; summarize and present data and prepare written reports and recommendations; speak effectively and write clearly and concisely; ability to exercise tact and courtesy in working with members of the general public; and ability to deal effectively with Agency Board members, other government officials, professional and technical colleagues and staff.

EXHIBIT B
COST SHEET

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------|---------------|
|--------------------|---------------|

| | |
|-----------------------------|-------------------------------|
| <i>Insert cost proposal</i> | NOT TO EXCEED \$10,000 |
|-----------------------------|-------------------------------|

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$10,000. Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Transportation Program Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Second Amendment to Agreement No. 16-11 between the Napa Valley Transportation Authority (NVTA) and the City of Napa

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) authorize the Executive Director to execute the Second Amendment to Agreement No. 16-11 between NVTA and the City of Napa (Attachment 1) for specialized consultant engineering services to have GHD/OmniMeans conduct traffic analysis and forecasts, and preliminary design for the Soscol Junction Project Alternative(s) in an amount not to exceed \$202,270.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

Caltrans staff has requested additional traffic analysis and forecasts to define additional project alternatives for the intersection at State Route (SR) 29 and SR 221 (Soscol) known as "Soscol Junction" and additional engineering services to supplement Caltrans work on the environmental documents required for the Soscol Junction Project to move forward. NVTA had entered into an agreement with the City of Napa because GHD/OmniMeans was already performing similar work for the City. This contractual arrangement has allowed NVTA to expedite the work and accelerate the project.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The cost of the scope of work provided in the Amendment No. 2 is \$202,270.

Is it currently budgeted? Yes

Where is it budgeted? Planning

Future fiscal impact? N/A

Consequences if not approved? A preferred project alternative(s) will not be identified until additional analysis can be completed and the NEPQ/CEQA document for Soscol Junction will not move forward at this time.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION**Background**

The State Route (SR) 29 and SR 221 intersection improvement project, commonly referred to as the Soscol Junction Project, has a long history. Caltrans is the lead agency for the environmental phase of the project. The most recent public vetting of the project occurred in April/May 2015 when Caltrans released the Draft Environmental Impact Report/Environmental Assessment for public review. Caltrans received some negative public comments on the proposed alternatives because the preferred alternative limited access to Soscol Ferry Road and restricted bicycle and pedestrian movements, consequently, the project alternatives did not move forward into the design phase. Since that time, NVRTA has been working with Caltrans to identify viable project alternatives for the Soscol Junction project.

Current Status

NVRTA partnered with the City of Napa to have GHD/OmniMeans develop additional project alternatives that were bike and pedestrian friendly and that allowed access to Soscol Ferry Road from all directions. The concepts also offer solutions that would reduce the delay and traffic congestion at intersection (Attachment 4). This location routinely experiences extensive queues, resulting in long delays to travelers.

Detailed Soscol Junction Project Objectives:

- Provide an interchange plan sufficient to meet projected 2040 traffic volumes

- Develop the most cost effective solutions and conceptual design required to meet the critical project constraints.
- Develop alternatives that reduce impacts to environmentally sensitive areas.
- Develop alternatives that provide for both pedestrian and bicycle users.
- Maximize the aesthetics of the features while addressing the Caltrans design requirements for the project objectives.

Next Steps

If approved by the Board, GHD/OmniMeans will work with NVTA and Caltrans to advance the two project concepts into viable alternatives with the goal of issuing the environmental document to the public for comment in fall 2018.

Caltrans has approved the SR 29/SR 221 Interchange Concept Additional Scope of Services (included in Attachment 1) and Caltrans concurs that no additional preliminary engineering work will be necessary to complete the environmental document. The goal is to downgrade the environmental document from the original Draft Environmental Impact Report/Environmental Assessment circulated in April/May 2015.

SUPPORTING DOCUMENTS

Attachment(s): (1) Second Amendment to Agreement No. 16-11 with SR 29/SR 221 Interchange Concept Additional Services Scope
(2) Napa Valley Transportation Authority Agreement No. 16-11
(3) First Amendment to Agreement No. 16-11
(4) Proposed Soscol Junction Concepts

**SECOND AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")
AGREEMENT NO. 16-11
CITY OF NAPA AGREEMENT NO. C 2016 130**

THIS FIRST AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 16-11 herein after referred to as "Agreement" is made and entered into as of this _____ day of _____ 2018 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and City of Napa whose mailing address is PO Box 660, Napa, CA 94559, hereinafter referred to as "CITY";

RECITALS

WHEREAS, in June 2016 NVTA contracted for specialized services, as authorized by Government Code Section 31000, in order to **procure specialized consultant engineering services to conduct traffic analysis and forecast on the Soscol Junction Alternative**; and

WHEREAS, the not to exceed amount of the agreement was increased with the First Amendment in August 2017 for additional services to \$72,054; and

WHEREAS, the parties desire to amend the Agreement to increase the amount of the contract by up to \$202,270 complete the additional services required by Caltrans as set forth in EXHIBIT A,

TERMS

NOW, THEREFORE, the NVTA and CITY agree to amend the Agreement as follows:

1. The total cost is revised to reflect that the cost is not to exceed \$202,270.
2. The original scope of work is revised to include the additional tasks identified in EXHIBIT A to this Amendment.
3. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

"NVTa"

"CITY"

NVTa, a joint powers authority organized under the laws of the State of California

City of Napa

By _____
Kate Miller,
Executive Director

By _____
Jacques LaRochelle,
Public Works Director

ATTEST:

ATTEST:

By _____
Karalyn E. Sanderlin, NVTa Board Secretary

By _____
Dorothy Roberts, City Clerk

APPROVED AS TO FORM:

COUNTERSIGNED:

By _____
DeeAnne Gillick, NVTa Legal Counsel

By _____
Desiree Brun, City Auditor

APPROVED AS TO FORM:

By _____
Michael W. Barrett, City Attorney

Scope of Work

SR 29/SR 221 Interchange Concept Additional Services **NVTa/City of Napa** **July 10, 2018**

The following tasks represent the work required to complete the feasibility study and allow the project to move forward into the Project Development portion of the PA/ED process. Expansion of the Traffic Analysis and attachments/write-up for the PA/ED documents are also included in subsequent tasks of this effort.

Task 1 – Project Management

Provide overall project management and client coordination; Participate in conference calls and other unscheduled activities as required.

Task 2 – Revise Concepts for Public Scoping Meeting

2.1 – Revise Current Concepts and Exhibits (Concepts 1 & 2)

Revise Concepts 1 and 2 based on Advisory Committee Comments and the following:

- **Incorporate Advisory Committee Comments**
- **Revise Bicycle and Pedestrian Routing**
- **Prepare Bicycle and Pedestrian Exhibits**

2.2 – Attend Public Scoping Meeting

Present Concepts 1 & 2 and roundabout benefits at the Public Scoping Meeting in mid-August.

Task 3 – Traffic Analysis

3.1 – Data Collection

Review existing and obtain new traffic counts at three intersections including turning movement counts, Average Daily Traffic (ADT) counts, and heavy vehicle truck percentages with the assistance of the City of Napa and Caltrans.

3.2 – Existing Conditions

Perform an existing conditions analysis identifying operational deficiencies within the study limits. Synchro/Sim-Traffic software is proposed for the intersection analysis. We will then work with Evelyn Gustavo to get concurrence on the existing conditions and will then analyze the existing conditions of the intersection and the roadway to summarize the data in a technical memorandum. We anticipate that there will only be 2 versions of the memo, 1 draft and 1 final.

3.3 – Traffic Forecasts

We will use the MTC model to forecast base-year conditions (to identify the need and magnitude of post-processing adjustments), opening year, and design year (2045). We will then work directly with Phil Cox to get concurrence on the model and make necessary adjustments based on his input to balance the volumes (up to 1 revision). We will then utilize this information to prepare a traffic forecast memorandum. We anticipate that there will only be 2 versions of the memo, 1 draft and 1 final.

3.4 – Design and Opening Year Operations/Measures of Effectiveness

Use the approved traffic forecasts to evaluate the following metrics:

- Intersection/Segment Level of Service (LOS)
- Intersection/Segment Delay
- Collision Frequency and Severity
- Performance Benefits
- Maximum Queue Length

These metrics will be analyzed for the following scenarios:

- Existing
- Existing Plus Project
- Opening Year
- Opening Year Plus Project
- Design Year
- Design Year Plus Project

3.5 – Traffic Operations Analysis Report

Prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and findings from the analysis conducted above. We anticipate that there will only be 2 versions of the report, 1 draft and 1 final.

Task 4 – Project Report Support

It is assumed that the bulk of work for this task will be completed in order to aid Caltrans in finalizing the Draft Project Report for Environmental Document circulation and that there will be minimal changes for completion of the Final Project Report. Caltrans will be in charge of compiling both the Draft and Final Project Report with our input.

Section 4C – Traffic:

After approval of the final TOAR, assist Caltrans in characterizing the traffic operations for inclusion in the Project Report per guidance from the Project Development Procedures Manual (PDPM). This would include describing impacts on the transportation and circulation system and discussing the current and forecasted traffic in addition to the collision analysis. We anticipate that there will only be 2 versions of the traffic write-up, 1 draft and 1 final.

Section 5 – Alternatives:

Section 5A – Viable Alternatives:

For Concepts 1 & 2, write a description of the viable alternatives per guidance from the PDPM. It is assumed that no design exceptions will be necessary for the current Build Alternative and that Interim features, HOV Lanes, Ramp Metering, Utility, Highway Planting, Erosion Control, Noise Barrier, and Non-motorized sections will require minimal revisions with Caltrans input. We anticipate that there will only be 2 versions of the viable alternatives write-up, 1 draft and 1 final.

Section 5B – Rejected Alternatives:

Add to the original Rejected Alternatives section to write a description of the additional rejected alternatives per guidance from the PDPM. We anticipate that there will only be 2 versions of the traffic write-up, 1 draft and 1 final.

Attachments:

Layouts:

Update the build alternative exhibits for Concepts 1 & 2 to show the new geometrics on the old Caltrans topography background with standard Caltrans borders in AutoCAD format similar to a GAD level drawing.

Typical Cross Sections and Roadway Profiles:

Create typical cross sections for the build alternatives 1 & 2 in AutoCAD format with standard Caltrans borders. Existing structural sections will not be shown for this submittal.

Update the profile exhibits for Concepts 1 & 2 to show the proposed roadway profiles for SR29, SR221, and on/off-ramps with standard Caltrans borders in AutoCAD format similar to a GAD level drawing.

Preliminary Cost Estimates (11 pg format) and Cost Certification:

Prepare cost estimates for Concepts 1 & 2 per Caltrans 11 page format and a Cost Certification form per PDPM and Caltrans Estimating requirements. We anticipate that there will only be 2 versions of the cost estimates and the cost certification, 1 draft and 1 final.

TMP Data Sheet and Conceptual Stage Construction Plan:

Prepare TMP Data Sheets for Concepts 1 & 2 per Caltrans standard format. Prepare Stage Construction Exhibits for Concepts 1 & 2 with standard Caltrans borders with aerial background in AutoCAD format. We anticipate that there will only be 2 versions of the TMP Data Sheets and the Conceptual Stage Construction Plans, 1 draft and 1 final.

Task 5 – Environmental Document Support

It is assumed that the bulk of work for this task will be completed in order to aid Caltrans in finalizing the Draft Environmental Document for circulation and that there will be minimal changes/public comments for completion of the Final Environmental Document. Caltrans will be in charge of compiling both the Draft and Final Environmental Document with our input.

Chapter 1 – Proposed Project:

For Concepts 1 & 2, write a description of the proposed project per guidance from the SER. We anticipate that there will only be 2 versions of the proposed project write-up, 1 draft and 1 final.

Chapter 1 – Project Description:

For Concepts 1 & 2, write a description of the viable alternatives per guidance from the SER. We anticipate that there will only be 2 versions of the project description write-up, 1 draft and 1 final.

Chapter 1 – Alternatives:

Write a description of the alternatives analyzed per guidance from the SER and why they were rejected. We anticipate that there will only be 2 versions of the alternative write-up, 1 draft and 1 final.

Chapter 2 – Traffic Input:

After approval of the final TOAR, assist Caltrans in characterizing the traffic analysis for inclusion in the Environmental Document. This would include describing impacts on the transportation and circulation system, identifying potential mitigation measures for significant impacts, and discussing the potential to induce travel. Vehicle Miles Traveled (VMT) information

will also be made available for Caltrans use in updating the air quality and greenhouse gas emissions analysis. We anticipate that there will only be 2 versions of the traffic write-up, 1 draft and 1 final.

Attachments:

Project Layouts on aerial background with minimal engineering callouts will be created for attachment to the Draft Environmental Document. It is assumed that all Right of Way attachments will be done by Caltrans utilizing our layout as a reference.

EWA #2. Additional Analysis

Budget Estimate

Omni-Means, a GHD Company

Job No. 11144971 Proposal #

7/10/2018

File No. PRJ2123 Filename: M2123Bud005

| Omni-Means, a GHD Company. | | | | | | | | | | | | Subconsultants | Total | Task Subtotal |
|----------------------------|--|--|------------|------------|---------------|--------------|-----------|--------------|-------------------------------|-------------|---------------|----------------|-----------|------------------|
| EWA Task | Acc'ting Phase | Task Description | Class Rate | Ross \$227 | Heather \$155 | Charuni \$91 | Ron \$218 | Kamesh \$204 | Supplies and Reimb's'r's'bles | Total Hours | Total OMNI \$ | Sac Valley | Total | Task Subtotal |
| | | | | | | | | | | | | | | |
| 1 | Project Management | | | 32 | 40 | | | 32 | | 104 | \$19,992 | | \$19,992 | \$19,992 |
| 2 | Revise Concepts for Public Scoping Meeting | | | | | | | | | | | | | \$13,614 |
| 2.1 | | Revise Current Concepts and Exhibits (Concepts 1 & 2) | | 4 | 12 | 20 | 8 | 4 | | 48 | \$7,148 | \$2,700 | \$9,848 | |
| 2.2 | | Public Scoping Meeting | | 6 | 6 | | | 6 | \$250 | 268 | \$3,766 | | \$3,766 | |
| 3 | Traffic Analysis | | | | | | | | | | | | | \$69,284 |
| 3.1 | | Data Collection | | 2 | | 8 | | | \$2,500 | 2510 | \$3,682 | | \$3,682 | |
| 3.2 | | Existing Conditions | | | 4 | 84 | | 24 | \$250 | 112 | \$13,410 | | \$13,410 | |
| 3.3 | | Traffic Forecasts | | | 4 | 84 | | 40 | \$250 | 128 | \$16,674 | | \$16,674 | |
| 3.4 | | Design and Operating Year Operations/Measures of Effectiveness | | | 4 | 120 | | 32 | | 156 | \$18,068 | | \$18,068 | |
| 3.5 | | Traffic Operations Analysis Report | | | 4 | 120 | | 40 | \$250 | 164 | \$19,950 | | \$19,950 | |
| 4 | Project Report Support | | | 4 | 160 | 200 | 40 | 16 | \$250 | 670 | \$56,142 | \$5,400 | \$61,542 | \$61,542 |
| 5 | Environmental Document Support | | | 4 | 80 | 120 | | 40 | \$250 | 494 | \$32,638 | \$2,700 | \$35,338 | \$35,338 |
| | | | | | | | | | | | | | | |
| | | Subtotal Hours | Hours | 52 | 314 | 756 | 48 | 234 | | 4654 | | | | \$199,770 |
| | | Subtotal Dollars | Dollars | \$11,804 | \$48,670 | \$68,796 | \$10,464 | \$47,736 | \$4,000 | | \$191,470 | \$10,800 | \$202,270 | |

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)

AGREEMENT NO. 16-11

CITY OF NAPA AGREEMENT NO. C2016 130

Omni-Means Engineering Services for Soscol Junction

THIS AGREEMENT ("Agreement") is made and entered into as of this 24th day of June, 2016, by and between the NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTa"), a joint powers authority, and the CITY OF NAPA ("CITY"), a municipal corporation.

RECITALS

WHEREAS, NVTa wishes to utilize specialized engineering services in order to conduct traffic analysis and forecasts on potential interchange concepts for Soscol Junction (SR29/221); and

WHEREAS, the CITY is willing to partner with NVTa and take the lead in procuring specialized consultant engineering services to conduct desired traffic analysis and forecasts; and

WHEREAS, NVTa will reimburse City for costs incurred in contracting with a specialized engineering consultant to perform said work under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, IT IS AGREED BY NVTa AND CITY as follows:

1. **SCOPE OF WORK.** CITY agrees to procure and contract for specialized engineering services to evaluate proposed alternative(s) for the Soscol Junction intersection outlined in the Scope of Work as provided by the consultant and described in Attachment 1 of this agreement.
2. **TERM.** The term of this Agreement shall commence on the date first above written and shall expire at the completion of the Scope of Work. Notwithstanding the above, Paragraphs 6 (Insurance) and 7 (Indemnification) shall continue in full force and effect after said expiration date.
3. **PAYMENT FOR COST OF SERVICES.** NVTa shall pay CITY for the cost of the services provided under this Agreement for a total amount not to exceed forty thousand seven hundred ninety dollars (\$40,790). CITY shall solely be responsible for administration of the contract for services described in Paragraph 1 (Scope of Work).

CITY shall submit an invoice to NVTa identifying at minimum the project and services performed upon completion of the project as shown in paragraph 1, but not later than ninety (90) days after project completion. Payment shall be made on a reimbursement basis for all of the NVTa's financial obligations to CITY.

4. **AMENDMENT.** Any modification or amendment of this Agreement shall be effective only if mutually approved in writing by the governing boards of NVTa and CITY.

5. **INDEPENDENT CONTRACTOR.** CITY shall perform the services required of CITY under this Agreement as an independent contractor. CITY and the officers, agents and employees of CITY are not, and shall not be deemed, NVTa employees for any purpose, including workers' compensation or employee benefits. CITY shall determine, at its own risk and expense, the method and manner by which duties imposed on CITY under this Agreement shall be performed.

6. **INSURANCE.** CITY shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage or equivalent amounts of qualified self-insurance or, as to work which is performed by persons or entities under subcontract to CITY, shall require such subcontractors to provide the same coverage:

(a) **Workers' Compensation insurance.** CITY shall provide, to the extent required by law, workers' compensation insurance in the performance of any of City's duties under this Agreement; including but not limited to, workers' compensation and disability, and upon request by NVTa shall provide NVTa with certification of all such coverages.

(b) **Liability insurance.**

1. **General Liability.** CITY shall obtain and maintain in full force and effect during the term of this Agreement commercial or comprehensive general liability insurance coverage (bodily injury and property damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, issued by a company duly and legally licensed to transact business in the State of California, covering liability for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CITY or any officer, agent, or employee of CITY under this Agreement.

2. Professional Liability. CITY shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance in an amount of not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and issued by a company duly and legally licensed to transact business in the State of California, covering all professional acts or omissions of CITY or its agents arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from NVTAs governing board, officers or personnel unless such direction was based upon professional advice from CITY or the agents of CITY under this Agreement.

3. Comprehensive Automobile Liability Insurance. CITY shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with City's activities under this Agreement of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.

(c) Certificates of Coverage. Where the foregoing coverages are provided by insurance rather than by self-insurance (written proof of which shall be provided to NVTAs), the coverages shall be evidenced by a Certificate of Coverage which shall be filed with the NVTAs Secretary prior to reimbursement of CITY by NVTAs for performance of any of City's duties under this Agreement; shall indicate that if the same policy applies to activities of CITY not covered by this Agreement then the limits in the Certificate relating to the additional insured coverage of NVTAs shall pertain only to liability for activities of CITY under this Agreement; shall name NVTAs, its officers, employees, and agents as additional insureds; shall be kept current during the term of this Agreement; shall provide that NVTAs shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change; shall provide that the insurance provided is primary coverage to NVTAs with respect to any insurance or self-insurance programs maintained by NVTAs; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. Upon request of NVTAs, CITY shall provide or arrange for the insurer to provide NVTAs with certified copies of the actual insurance policies within thirty (30) days of the request.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to and be approved by NVTAs. At the option and in the discretion of NVTAs, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTAs, its officers, employees and volunteers or CITY shall procure a bond or other security acceptable to NVTAs guaranteeing payment of losses and related investigations, claims administration and defense expenses for amounts falling within the limits of such deductibles or retentions.

7. **INDEMNIFICATION.**

(a) CITY shall defend, indemnify and hold harmless NVTa and the officers, agents and employees of NVTa from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by CITY or its officers, agents, or employees, of activities or obligations required of CITY under this Agreement except where the loss was proximately caused by acts or omissions of CITY performed in strict compliance with express direction from NVTa's governing board, officers or personnel other than direction based upon and conforming to advice from CITY.

(b) NVTa shall defend, indemnify and hold harmless CITY and the officers, agents and employees of CITY from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by NVTa or its officers, agents, or employees, of obligations required of NVTa under this Agreement as well as for claims where the loss was proximately caused by acts or omissions of CITY performed in strict compliance with express direction from NVTa's governing board, officers or personnel other than direction based upon and conforming to advice from CITY.

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

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

NVTa

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

CITY

City Manager
City of Napa
P.O. Box 660
Napa, California
94559

COPY TO:

Public Works Director
City of Napa
P.O. Box 660
Napa, California 94559

10. **INTERPRETATION; VENUE.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed

by either side in state court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

11. **SEVERABILITY.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement unless removal of such provision makes the remaining Agreement illusory or makes impractical the enforcement of any remaining major provision of the Agreement, in which case this Agreement shall terminate.

12. **COMPLIANCE WITH LAWS.** In performing any services required under this Agreement to be reimbursed by NVTa, CITY shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes, including to the extent applicable, the laws pertaining to relocation assistance. Such laws shall also include, but not be limited to, the following, except where otherwise prohibited by state or local law:

(a) **Non-Discrimination.** During the performance of this Agreement, CITY and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CITY shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CITY shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CITY services or works required of NVTa by the State of California pursuant to agreement between NVTa and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CITY and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

(c) **Inclusion in Subcontracts.** To the extent any of the services required of CITY under this Agreement are subcontracted to a third party, CITY shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

13. **TAXES.** As between CITY and NVT A, CITY shall be solely responsible for filing all required federal and state tax documentation and for paying all applicable tax withholdings (including state and federal income and FICA taxes), or for requiring its subcontractors to do so, on any reimbursement amounts paid pursuant to this Agreement. CITY agrees to indemnify and hold NVT A harmless from any liability NVT A might otherwise incur to the United States or the State of California as a consequence of CITY's failure to document, withhold, or pay when due all such taxes and obligations. In the event that NVT A is audited for compliance regarding any withholding or other applicable taxes relating to reimbursement payments made to CITY under this Agreement, CITY agrees to furnish NVT A with proof of payment of any required taxes or related withholdings on those amounts.

14. **ACCESS TO RECORDS/RETENTION.** NVT A, any federal or state grantor agency funding all or part of the reimbursement of CITY made by NVT A hereunder, the State Controller, the Comptroller General of the United States, the Corps of Engineers, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CITY which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal, state or local law or Authority policy, CITY shall maintain all required records for five years after NVT A makes final reimbursement for any of the services authorized hereunder and all pending matters are closed, whichever is later.

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

16. **CONFLICT OF INTEREST.** CITY hereby covenants that neither CITY nor any of its officers, employees or agents who may be providing services under this Agreement presently have any interest not disclosed to NVT A and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of such services hereunder, except as such as NVTa may consent to in writing prior to the acquisition by CITY or such persons of such conflict.

17. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create any rights in third parties and CITY and NVTa do not intend to create such rights.

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

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

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

CITY of NAPA:

By: 

(Signature)

Jacques R. LaRoche, Public Works Director

NVTA:

Napa Valley Transportation Authority

By: 

(Signature)

Kate Miller, Executive Director

ATTEST:


(Signature)

Dorothy Roberts, City Clerk

(Type name and title)

APPROVED AS TO FORM:


(Signature)

Jeffrey M. Richard,

Janice Killion, NVTA Legal Counsel

(name and title)

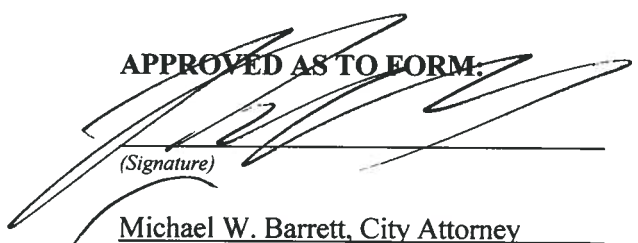
COUNTERSIGNED:


(Signature)

Desiree Brun, City Auditor

(Type name and title)

APPROVED AS TO FORM:


(Signature)

Michael W. Barrett, City Attorney

(Type name and title)

Budget Code: 49011-34901

Scope of Services

SR 29/SR 221 Roundabout Interchange

City of Napa

Caltrans in concert with the local Napa county communities and the NVTa have been working since the early 2000's to develop an interchange improvement to the SR 29/SR 221/Soscol Ferry Road intersection (also known as Soscol Junction). The intersection experiences significant delay and the accident rate exceeds the statewide standards for all accident evaluation categories.

The project is currently under environmental review. Comments received during the public review process have expressed concerns about the continuity for pedestrian and bicycle users, the lack of accessibility for all vehicle movements through the intersection and the aesthetic impacts to this largely rural area.

This evaluation is intended to answer the questions:

"Can a roundabout interchange solution be identified that will meet all of the competing interests of the area, capacity, accessibility, safety, aesthetics and pedestrian and bicycle continuity?"

The following scope of work has been created to answer this question. In a meeting between Caltrans, the City of Napa and the NVTa; it was agreed that the City of Napa in cooperation with the NVTa would act as the lead agency on this evaluation working closely with Caltrans and the NVTa.

Task 1. Work With Caltrans/City/NVTa to Develop Recommended Roundabout Interchange Solution

1.1 - Resolve Traffic Forecasts

The first step in this effort will be to develop a set of traffic forecasts for the vicinity of the interchange, acceptable to all concerned; Caltrans, the City of Napa and the NVTa

1.1.1 - Collect Current Traffic Count Data

The first step in this process is to gather new (current) daily and peak hour traffic counts for the location. A seven day count will be made on SR 221 to the north of the intersection. This count will include hourly directional movements and will collect this data by vehicle classification.

Four Hour turning movement counts will be taken at the intersection during three different periods; Friday 2:00 PM to 6:00 PM; Mid-week 6:00 AM to 10:00 AM and 2:00 PM to 6:00 PM.

1.1.2 - Gather Most Current Traffic Forecasting Data

ATTACHMENT 1

Scope of Services - SR 29/SR 221 Roundabout Interchange

Traffic Model forecasts will be gathered from Solano County based on the Napa-Solano traffic model being updated currently.

1.1.3 - Develop Recommended Interchange Design Traffic (Interim/Ultimate)

Based on the data gathered a series of traffic forecasts for interim and ultimate conditions will be presented.

1.1.4 - Meet with the Project Evaluation Team (PET) (Caltrans/City of Napa/NVTA Traffic Staff) to Gain Traffic Forecasting Consensus

Deliverables:

- ♦ *Caltrans, City of Napa and NVTA Agreed Interim and Design Year Traffic Forecasts*

1.2 - Identify Operationally Feasible Interchange Concepts

The agreed upon forecast provide the basis for creating an operation envelope that various potential roundabout interchange concepts can be evaluated.

1.2.1 - Develop Potential Interchange Concepts

Two roundabout interchange concepts will be developed.

1.2.2 - Analyze Operational Characteristics of Each Potential Concept

Each potential concept will consider operations, fast path, truck provisions, aesthetics, impact on the:

- Operations;
 - Level of Service
 - Fast path
 - Truck and Bus Circulation
 - Safety
- Aesthetics
- Existing Environmental Review Process
- Constructability Issues
- Pedestrian and Bicycle Continuity
- Right of Way
- Cost

ATTACHMENT 1

Scope of Services - SR 29/SR 221 Roundabout Interchange

1.2.3 - Conduct a Workshop with Caltrans, City, County and NVTa Staff

A Workshop will be held with Caltrans, local City and County of Napa, NVTa and other regionally interested parties to meet and review/discuss the roundabout interchange concepts being considered.

1.2.4 - Prepare Priority Comparison of Concepts

Using a series of parameters (as determined by the PET) The concepts will be ranked for presentation to the PET; the ranking process will be in a matrix format evaluating and comparing each interchange concept for each evaluation measure listed under task 1.2.2 above.

1.2.5 - Meet with the PET to Review Prioritized Concepts

Deliverables:

- ♦ *Ranked Roundabout Interchange Concepts*

Task 2 - Refine Top Priority Concept (OPTIONAL)

The top ranked concept will be further refined to bring it to the level of Geometric Approval Drawings (GAD). For this effort a more detailed scope of work will be defined.

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**FIRST AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")
AGREEMENT NO. 16-11
CITY OF NAPA AGREEMENT NO. C 2016 130**

THIS FIRST AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 16-11 hereinafter referred to as "Agreement" is made and entered into as of this 7th day of August, **2017** between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and City of Napa whose mailing address is PO Box 660, Napa, CA 94559, hereinafter referred to as "CITY";

RECITALS

WHEREAS, in June 2016 the CITY contracted for specialized services, as authorized by Government Code Section 31000, in order to **procure specialized consultant engineering services to conduct traffic analysis and forecast on the Soscot Junction Alternative**; and

WHEREAS, the original not to exceed amount of the agreement was for \$40,790; and

WHEREAS, the parties desire to amend the Agreement to increase the amount of the contract by up to \$31,264 to complete the additional services as set forth in Exhibit A,

TERMS

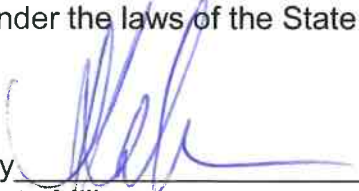
NOW, THEREFORE, the NVTA and CITY agree to amend the Agreement as follows:

1. The total cost is revised to reflect that the cost is not to exceed \$72,054.
2. The original scope of work is revised to include the additional tasks identified in Exhibit A to this Amendment.
3. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.


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

"NVT A"

NVTA, a joint powers authority organized under the laws of the State of California

By 
Kate Miller,
Executive Director

ATTEST:


By 
Karalyn E. Sanderlin, NVTA Board Secretary

Approved as to Form:

By 
Jennifer Gore, NVTA Legal Counsel

"CITY"

City of Napa

By 
Jacques LaRoche,
Public Works Director

ATTEST:

By 
Dorothy Roberts, City Clerk

COUNTERSIGNED:

By 
Desiree Brun, City Auditor

APPROVED AS TO FORM:

By 
Michael W. Barrett, City Attorney

Budget Code: 49011-34901



June 13, 2017

Mr. Eric Whan, P.E.
Deputy Public Works Director
City of Napa
1600 First Street
Napa, CA 94559

RE: Extra Work to Identify the Existing Diversion Occurring at the SR 29/SR 221 Intersection Southbound

Dear Eric:

As requested we have revised our proposal to identify the significance of the traffic diversion relative to the intersection SR 29 with SR 221/Socal Ferry to include the diversion that takes place at Kaiser Road along the Napa Valley Corporate Drive to Soscal Ferry Road. This second diversion will be identified along with the southbound 29 diversion onto Soscal Ferry and Devlin Road traveling all the way to Airport Road where they rejoin SR 29 as an eastbound through movement along Airport Road to SR 12; or, continuing south along SR 29 via a right turn from Airport Road eastbound.

With the significance of these deviations identified we will adjust our operational analysis accordingly; and modify our improvement alternatives to reflect the actual demands on the intersections. We anticipate this additional effort will cost \$29,264, including the Bluetooth data collection and analysis (proposal attached). This cost assumes that either the City of Napa or NVTA will secure the Caltrans Encroachment Permit. If we will be required to gain this permit we anticipate an additional cost of up to \$2000.

We are prepared to initiate this additional work upon your authorization.

Sincerely,

Omni-Means, Ltd.

A handwritten signature in black ink, appearing to read 'H. Ross Ainsworth', is written over a horizontal line.

H. Ross Ainsworth, PE, TE
Principal

Cc: Kate Miller, NVTA; Danielle Shmitz, NVTA; Kamesh Vedula

Enclosure

LTR.dot/k:prm/m2123/M2123Ltr005.docx



Extra Work Authorization

Attn.: Eric Whan Date: June 2, 2017 Contract Date: December 2015
Address: City of Napa, Public Works Project: SR 29/SR 221 Roundabout Interchange
1601 First Street Job No.: 2123
Napa, Ca File No.: 2123EWA002.docx
Project Manager: H. Ross Ainsworth

Type: ☐ Task Authorization ☒ Additional Work ☒ Change of Scope ☐

The Following Work will be performed Under the Same Terms and Conditions as in the Original Agreement Unless Otherwise Stated.

| DESCRIPTION OF ADDITIONAL SERVICES | COMPENSATION |
|--|--------------|
| Provide an Origin-Destination Analysis of traffic movement along SR 29 Southbound; to identify diversions from SR 29 to the parallel route Devlin Road. Purpose: to accurately analyze intersection traffic movements at SR 29/SR 221 without traffic queuing influences, in order to more accurately develop intersection improvement geometrics. | \$29,264.00 |
| Optional: Omni-Means to obtain Caltrans Encroachment Permit | \$2,000 |
| | |
| TOTAL | \$31,264.00 |

Consultant:

Omni-Means, Ltd.

June 13, 2017

Date

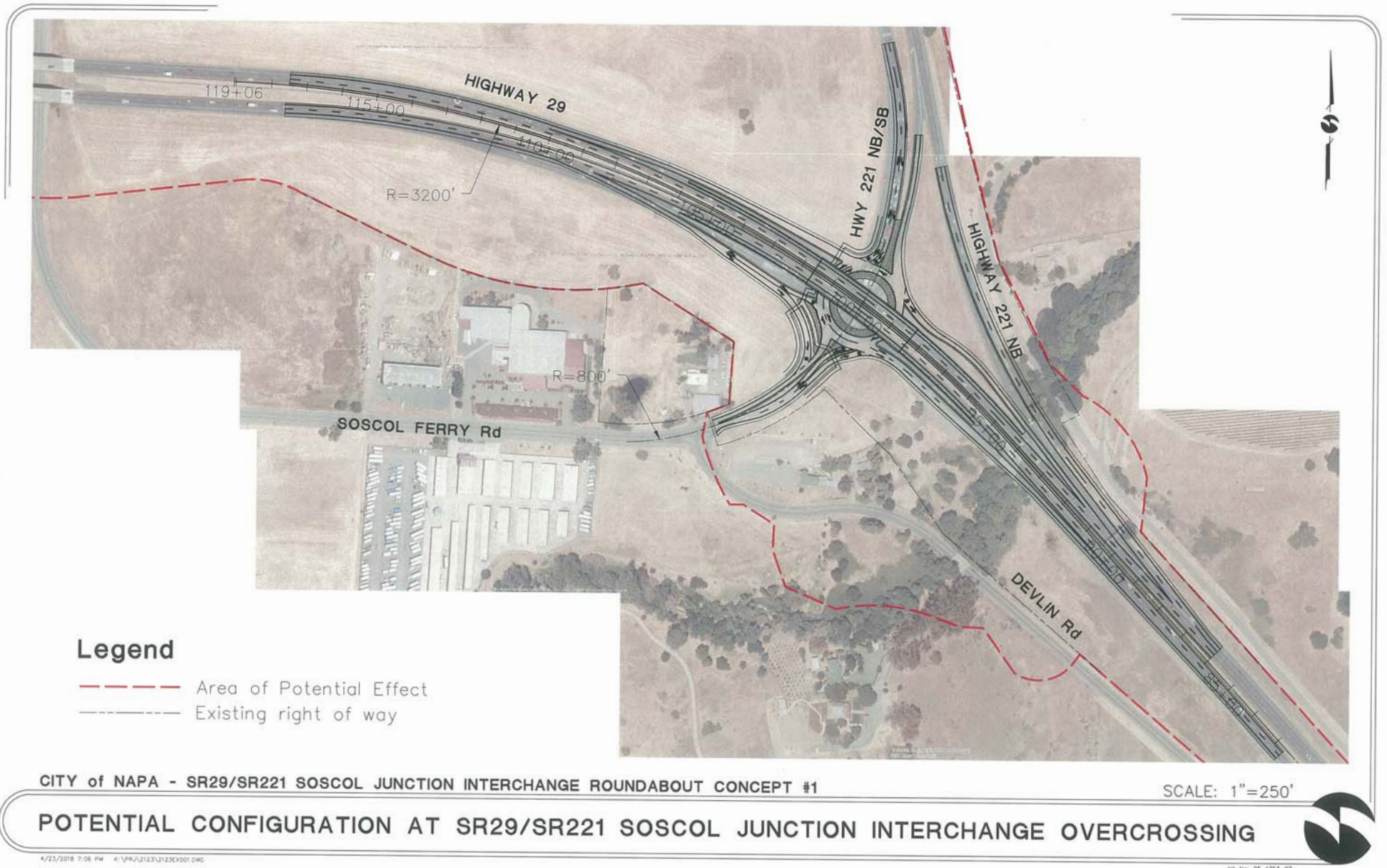
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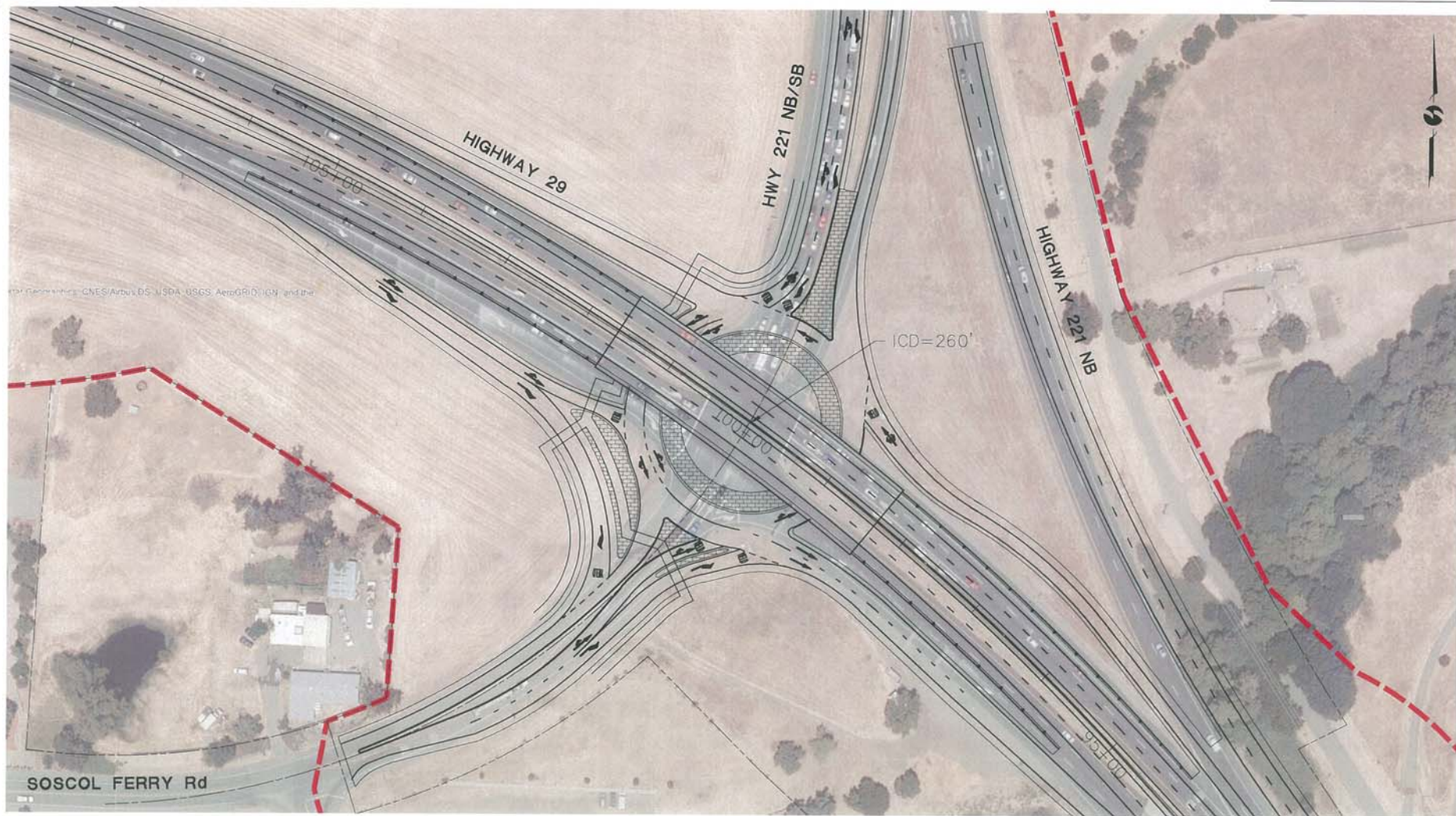
City of Napa

Signature (Owner Authorized Representative)

Date

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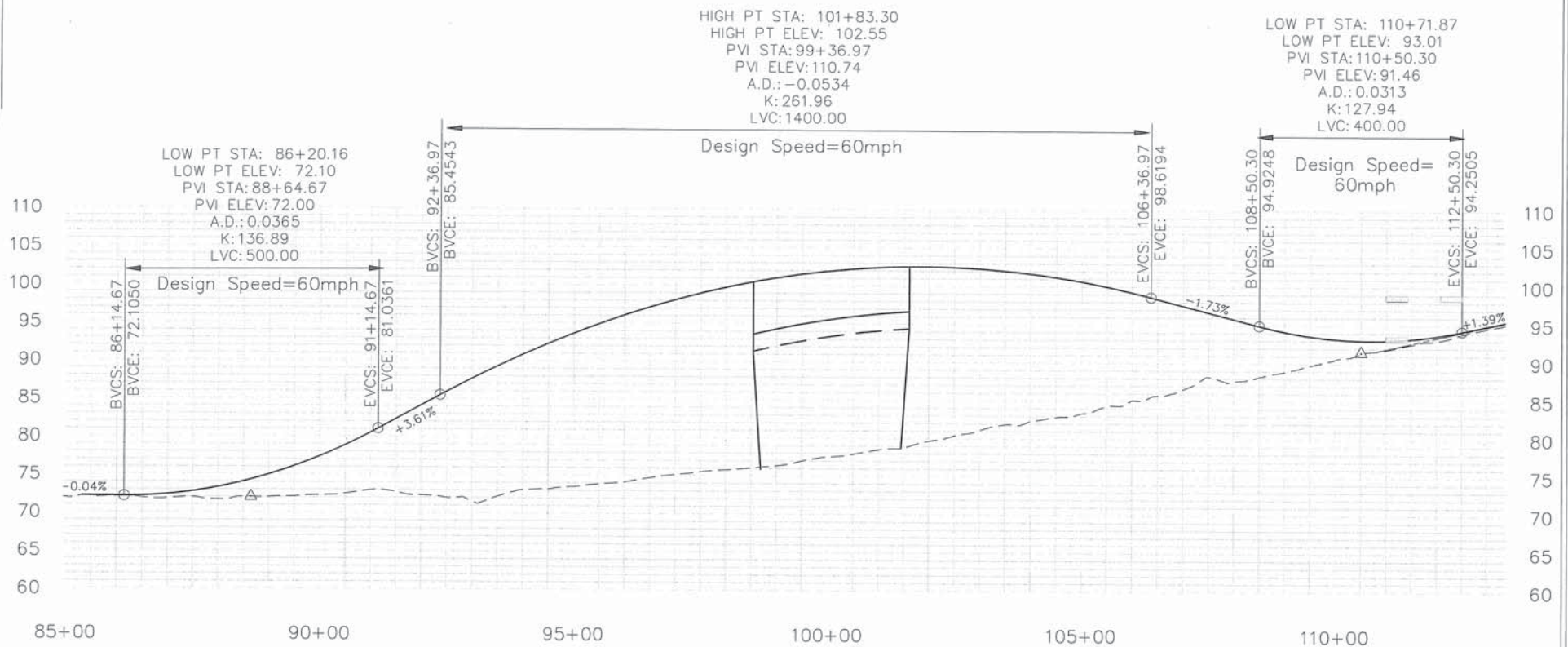
CITY of NAPA - SR29/SR221 SOSCOL JUNCTION INTERCHANGE ROUNDABOUT CONCEPT #1

SCALE: 1"=100'

POTENTIAL CONFIGURATION AT SR29/SR221 SOSCOL JUNCTION INTERCHANGE OVERCROSSING

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Job No. 25-1753-07



SR 29/12 PROPOSED PROFILE

CITY of NAPA - SR29/SR221 SOSCOL JUNCTION INTERCHANGE ROUNDABOUT CONCEPT #1

SCALE: H: 1"=200'
V: 1"=15'

POTENTIAL CONFIGURATION AT SR29/SR221 SOSCOL JUNCTION INTERCHANGE



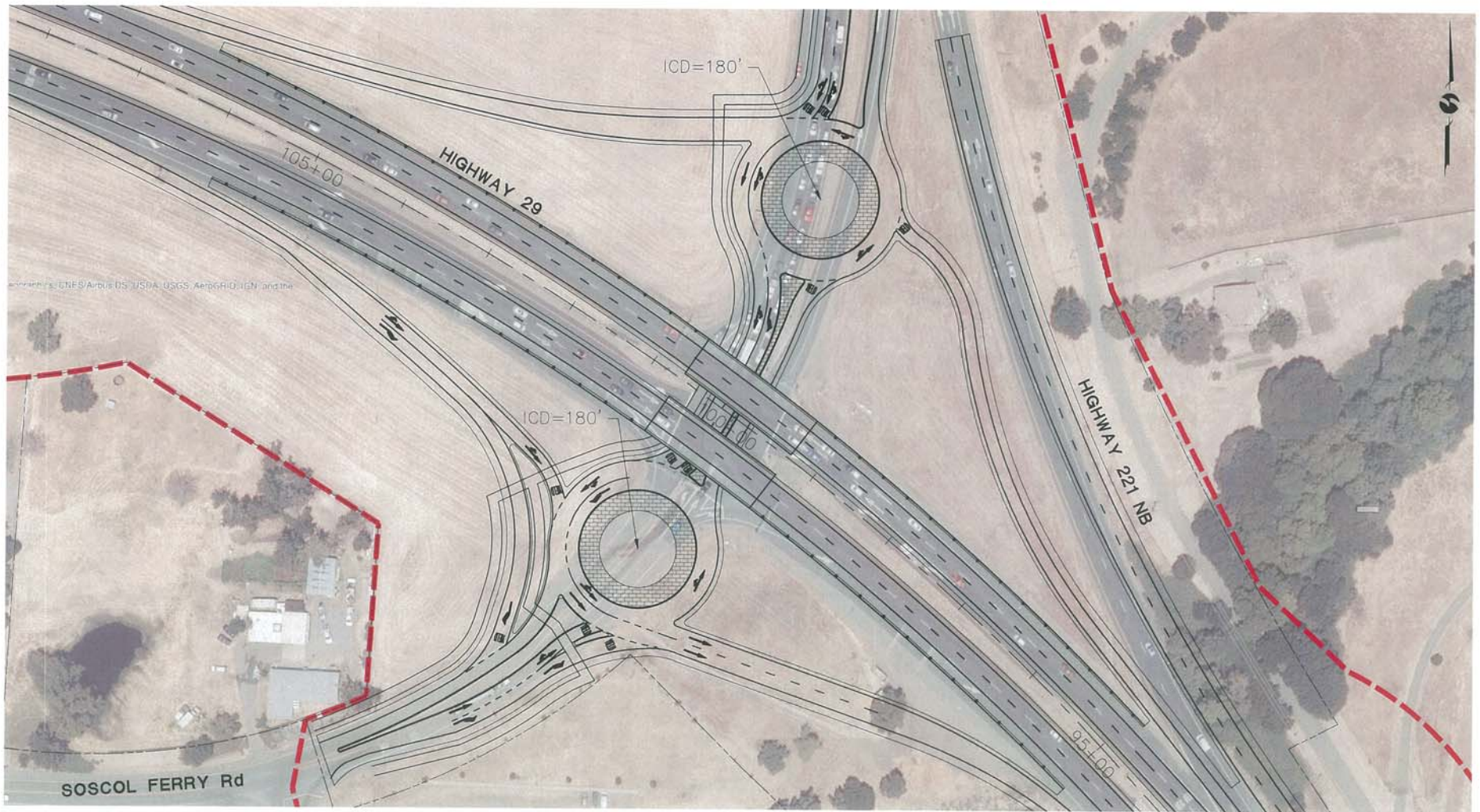
CITY of NAPA - SR29/SR221 SOSCOL JUNCTION INTERCHANGE ROUNDABOUT CONCEPT #2

SCALE: 1"=250'

POTENTIAL CONFIGURATION AT SR29/SR221 SOSCOL JUNCTION INTERCHANGE OVERCROSSING

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Job No: 25-1753-07



CITY of NAPA - SR29/SR221 SOSCOL JUNCTION INTERCHANGE ROUNDABOUT CONCEPT #2

SCALE: 1"=100'

POTENTIAL CONFIGURATION AT SR29/SR221 SOSCOL JUNCTION INTERCHANGE OVERCROSSING

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Job No: 25-1753-07



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller/Executive Director
(707) 259-8634/Email: kmiller@nvta.ca.gov
SUBJECT: Designation of Napa Metropolitan Transportation Commission (MTC) Commissioner to Represent NVTA on the California Association of Council of Governments (CalCOG) Board

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board designate the Napa Metropolitan Transportation Commission (MTC) Commissioner to represent NVTA on the California Association of Council of Governments (CalCOG) Board.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA joined CalCOG in 2015. CalCOG is a collective of metropolitan planning organizations (MPOs) and regional transportation planning agencies (RTPAs) from around the state. While the Metropolitan Transportation Commission is the official MPO and RTPA for the 9-county Bay Area, the Bay Area county Congestion Management Agencies (CMAs) play a critical and similar sub-regional RTPA-like role in carrying out planning and programming responsibilities for their respective counties. Consequently all the nine Bay Area county CMAs have joined CalCOG.

The NVTA Executive Director serves along with other executives around the state on the COG Directors Association of California (CDAC), but NVTA does not currently have representation on the CalCOG Board of Directors. Not all members have representation on the board because of the number of members, however, given the interest with new funding opportunities, NVTA staff recommends pursuing a CalCOG board position at this time. Staff also recommends that the NVTA Board designate the Napa MTC Commissioner position to represent NVTA on the CalCOG board because of the strong

nexus with MTC and that a number of other MTC Commissioners serving on the CalCOG board representing their respective CMA members.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

SUPPORTING DOCUMENTS

None



July 18, 2018
NVRTA Agenda Item 11.8

Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov
SUBJECT: State Legislative Update and State Bill Matrix

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the State Legislative update and Bill Matrix.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The Board will receive the State Legislative update (Attachment 1) and Bill Matrix (Attachment 2).

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments

FISCAL IMPACT

Is there a Fiscal Impact? No

SUPPORTING DOCUMENTS

Attachments: (1) July 5, 2018 State Legislative Update (Platinum Advisors)
(2) July 5, 2018 State Bill Matrix (Platinum Advisors)



July 5, 2018

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Summer Recess: The Legislature adjourned today for their summer recess. June 1st was the deadline for bills to move out of their house of origin. The combination of the Suspense File and house of origin deadline significantly culled the number of active bills. The start of summer recess means second house policy committee hearings have been completed and the Legislature will return on August 5th for the final few weeks of session.

SB 1 Repeal: The Secretary of State's office announced that the SB 1 repeal initiative qualified for the November 2018 ballot. The random sample signature verification surpassed the 110% validation threshold. The SB 1 Repeal will appear on the November ballot as Proposition 6.

Governor Brown responded to the announcement by saying, "This flawed and dangerous measure pushed by Trump's Washington allies jeopardizes the safety of millions of Californians by stopping local communities from fixing their crumbling roads and bridges. Just say no." Gubernatorial nominee John Cox had the opposite reaction, saying, "This is a message to the millions of forgotten Californians ignored by the Sacramento political elite, help is on the way."

Hostage Negotiations: June 28th marked the deadline for certifying initiatives for placement on the November 2018 ballot. This also represented the last chance for initiative proponents to withdraw an initiative from appearing on the ballot.

In what may be a troubling trend, the pending certifications of two initiatives were used as leverage to reach a legislative solution. This "process" avoided costly campaigns, and the risk of passing one initiative with dire impacts to state and local governments... A third initiative was pulled in exchange for the promise of future negotiations. These last minute deals included the following:

AB 1838 would prohibit the imposition of a local tax or fee on "groceries." The intent of the prohibition is to stop the implementation of additional local soda taxes. Local soda

taxes enacted prior to January 1, 2018 can remain in place. In exchange for this soda tax prohibition, the proponents would withdraw their initiative that would require a 2/3 vote on all local taxes and fees imposed on or after January 1, 2018. Passage of this initiative would have repealed the majority vote approval of Regional Measure 3. Pepsi and Coca-Cola were major contributors to the initiative campaign, spending almost \$6 million to qualify this initiative.

Governor Brown's signing measure included the following:

"Out of 482 cities in the state of California, a total of 4 cities are considering passing a soda tax to combat the dangerous and ill effects of too much sugar in the diets of children. In response, the beverage industry has circulated a far-reaching initiative that would, if passed, raise the approval threshold from 50% to 2/3 on all measures, on topics in all 482 cities. Mayors from countless cities have called to voice their alarm and to strongly support the compromise which this bill represents."

"The initiative also contains language that would restrict the normal regulatory capacity of the state by imposing a 2/3 legislative vote on what is now solely within the competency of state agencies. This would be an abomination."

AB 375 would enact effective January 1, 2020 the California Consumer Privacy Act of 2018. This Act would enable Californians greater personal privacy rights such as the right to know what is being collected about them and whether their information is being sold and to whom; the right to access their personal information; the right to delete personal information collected from them; the right to opt-out or opt-in to the sale of their personal information, depending on age of the consumer; and the right to equal service and price, even if they exercise such rights. With the enactment of AB 375, San Francisco real estate developer, Alastair Mactaggart's goals were achieved, and he withdrew his initiative.

November Ballot: Secretary of State, Alex Padilla, assigned the following proposition numbers to the items that will appear on the November ballot. The following twelve measures will appear on the November 6, 2018 General Election:

- **Proposition 1:** SB 3 (Chapter 365, Statutes of 2017), Beall. Veterans and Affordable Housing Bond Act of 2018. -- Gives the state permission to borrow \$4 billion in bonds:
- **Proposition 2:** AB 1827 (Chapter 41, Statutes of 2018), Committee on Budget. No Place Like Home Act of 2018. -- Establishes the No Place Like Home Program giving the state permission to borrow and distribute \$2 billion to fund supportive housing for persons who are eligible for services under Proposition 63 and are homeless, chronically homeless, or at risk of chronic homelessness.
- **Proposition 3:** Authorizes Bonds to Fund Projects for Water Supply and Quality, Watershed, Fish, Wildlife, Water Conveyance, and Groundwater Sustainability and Storage. Initiative Statute. -- Allows the State to borrow \$8.9 billion for water-related programs and projects.

- **Proposition 4: Authorizes Bonds Funding Construction at Hospitals Providing Children's Health Care. Initiative Statute.** -- This is the Children's Hospital Bond Act of 2018 that would authorize \$1.5 billion in bonds to provide funding for capital improvement projects at certain hospitals.
- **Proposition 5: Changes Requirements for Certain Property Owners to Transfer Their Property Tax Base to Replacement Property. Initiative Constitutional Amendment and Statute.** -- Expands rules for homeowners who are 55 and older by tying the assessed value of a home purchase to their prior home.
- **Proposition 6: Eliminates Recently Enacted Road Repair and Transportation Funding by Repealing Revenues Dedicated for Those Purposes. Requires Any Measure to Enact Certain Vehicle Fuel Taxes and Vehicle Fees be Submitted to and Approved by the Electorate. Initiative Constitutional Amendment.** -- This measure would repeal SB 1 and require voter approval to impose, increase, or extend excise and sales taxes on gas, diesel, and vehicles.
- **Proposition 7: AB 807 (Chapter 60, Statutes of 2018), Chu. Daylight saving time.** Would allow California to remain on Daylight Savings time year-round provided the federal government approves the request.
- **Proposition 8: Authorizes State Regulation of Kidney Dialysis Clinics. Limits Charges for Patient Care. Initiative Statute.**
- **Proposition 9: Division of California into Three States. Initiative Statute.** -- Establishes boundaries and a process to split California into three states
- **Proposition 10: Expands Local Governments' Authority to Enact Rent Control on Residential Property. Initiative Statute.** -- This initiative repeals the Costa-Hawkins Rental Housing Act.
- **Proposition 11: Requires Private-Sector Emergency Ambulance Employees to Remain on Call During Work Breaks. Changes Other Conditions of Employment. Initiative Statute.**
- **Proposition 12: Establishes New Standards for Confinement of Certain Farm Animals; Bans Sale of Certain Non-Complying Products. Initiative Statute.** -- Phases in requirements increasing the size of enclosures farmers must use for hens, breeding pigs, and calves raised for veal.

Budget: The Legislature adopted the 2018-19 Budget Act on June 14th and the Governor signed it and the numerous trailer bills on June 27th. Governor Jerry Brown can choose to line-item-veto spending, however the Governor did not veto any items in the budget. The budget fully funds the Rainy Day fund, and provides direction to use excess Rainy Day Fund revenue for infrastructure projects, including rail projects. The relevant transportation related trailer bills are summarized below. The Legislature can continue sending the governor trailer bills until the end of session on August 31st.

SB 840 – 2018-19 Budget Act: The Budget Act appropriates \$138.6 billion in general fund revenue, \$57 billion in special fund revenue, and \$3.9 billion in bonds for a FY 2018-19 total of \$199 billion. While this is the largest budget in California's history, it also includes the largest amount of reserve funding to thwart any economic downturn. The Budget fully funds the Prop 2 Rainy day Fund at \$13.8 billion, places \$2 billion in the traditional reserve for economic uncertainties, and sets aside \$200 million to protect safety net programs such as CalWORKS and Medi-Cal.

State Transit Assistance: The Budget provides an additional \$405 million from SB 1 for local transit operations, bringing the FY 2018-19 total to \$834 million.

SB 848 Transportation Trailer Bill – This measure includes the following statutory changes:

- Caps the amount that Caltrans can charge self-help counties for indirect costs to 10% for three years.
- Allows cities and counties to borrow from internal revenue streams and reimburse themselves with future year apportionments from SB 1 revenue.
- Appropriates \$8 million to the State Transportation Agency for allocation to the Los Angeles County Metropolitan Transportation Agency for the River to Rails Project.
- Increases the number of clean air vehicles that are eligible to utilize HOV lanes until January 1, 2022.
- Authorizes the Golden Gate Bridge, Highway & Transportation District to use the Construction Manager/General Contractor project delivery method.

AB 1831 State government: appointments: infrastructure: Creates the Infrastructure Stabilization Fund to allocate funding dedicated for infrastructure pursuant to Proposition 2 of 2014 (the Rainy Day fund). Under this bill once the Rainy Day Fund reaches the Constitutional maximum of 10% of the general fund any excess revenue would be deposited into the Infrastructure Stabilization Account. The revenue would be allocated as follows:

- Allocates the first \$415 million to the State Infrastructure and Maintenance Fund for improvements to the State Capitol.
- Splits the remainder between the Rail Modernization program for rail corridor improvements identified by the State Transportation Agency and the Housing Rehabilitation Loan Fund for Multifamily Housing Program infrastructure investments.

This is a volatile funding source and it is questionable if these funds would materialize. However, the Department of Finance projects that a total of \$300 million could be available for rail projects over the next few years.

Cap & Trade: The budget that was approved on June 14th did not include the bulk of the cap & trade appropriations. However, an expenditure agreement was reached. SB 856 was amended on June 21st to clean-up budget provisions and appropriate cap & trade revenue to various programs. The following summarizes the expenditure plan enacted by the Governor yesterday.

2018-19 Cap and Trade Expenditure Plan
(Dollars in Millions)

| Investment Category | Department | Program | Amount |
|--|------------------------------------|--|----------------|
| Air Toxic and Criteria Air Pollutants | Air Resources Board | AB 617 - Community Air Protection | \$245 |
| | | AB 617 - Local Air District Implementation (\$50 million total, including other funds) | \$20 |
| | | Technical Assistance to Community Groups | \$10 |
| Low Carbon Transportation | Air Resources Board | Clean Vehicle Rebate Project | \$175 |
| | | Clean Trucks, Buses, & Off-Road Freight Equipment | \$180 |
| | | Enhanced Fleet Modernization Program, School Buses & Transportation Equity Projects | \$100 |
| | Energy Commission | Low Carbon Fuel Production | \$12 |
| Climate Smart Agriculture | Air Resources Board | Agricultural Diesel Engine Replacement & Upgrades (\$132 million total, including other funds) | \$112 |
| | Energy Commission | Energy Efficiency | \$64 |
| | Department of Food and Agriculture | Healthy Soils | \$5 |
| | Energy Commission | Renewable Energy | \$4 |
| Healthy Forests | CAL FIRE | Healthy & Resilient Forests | \$160 |
| | CAL FIRE | Forest Carbon Plan: Prescribed Fire & Fuel Reduction | \$30 |
| | Natural Resources Agency | Forest Carbon Plan: Northern, Coastal, and Southern California Regional Forest Health Projects | \$20 |
| | CAL FIRE | Urban Forestry | \$5 |
| | CalOES | Local Fire Response | \$25 |
| Short-Lived Climate Pollutants | Department of Food and Agriculture | Methane Reduction | \$99 |
| | Air Resources Board | Woodstoves | \$3 |
| | CalRecycle | Waste Diversion | \$25 |
| Integrated Climate Action: Mitigation & Resilience | Strategic Growth Council | Transformative Climate Communities | \$40 |
| | Natural Resources Agency | Urban Greening | \$20 |
| | Multiple Departments | Coastal Resilience | \$5 |
| | Department of Fish and Wildlife | Wetlands Restoration | \$5 |
| | Community Services & Development | Low-Income Weatherization | \$10 |
| | California Conservation Corps | Energy Corps | \$6 |
| Climate and Clean Energy Research | Strategic Growth Council | California Climate Change Technology and Solutions Initiative & Technical Assistance | \$20 |
| Total | | | \$1,400 |

Janus decision Trailer Bill: Budget trailer bill, SB 866, was signed by the Governor and included several items unions were pushing through the legislative process. Many of

these items were in anticipation of the Janus decision. Most were surprised by the extent of the changes included in SB 866. The main provisions in SB 866 are as follows.

- SB 866 included new language on mass communications from the employer to employees. Under SB 866 if a public employer decides to send out a communication to its employees concerning the employees' rights to support or refrain from supporting an employee organization, the public employer must "meet and confer" with the exclusive representative on the content of the mass communication. If an agreement cannot be reached, then the public employer can still send out the communication if, at the same time, a communication from the exclusive representative is also sent.
- AB 2970 (Cooper) proposed levels of confidentiality about employee orientations. The content of AB 2970 was incorporated in SB 866. Specifically, SB 866 requires that the date, time, and place of the orientation of a new public employee must not be disclosed in advance of the orientation to anyone other than employees, the exclusive employee representative, or a vendor that is contracted to provide a service for purposes of the orientation. Concerns were expressed that the confidentiality of this information may create a conflict with the California Public Records Act. While SB 866 includes language to ease this conflict, this change may place a public employer in a position of abiding by SB 866 requirement, but might also violate the Public Records Act.
- AB 1937 (Santiago) included provisions related to payroll deductions for the payment of dues to employee organizations. AB 1937 included language that basically grandfathered in local agreements on recouping the costs of collecting and distributing these deductions. AB 1937 also allowed for the collection of one-time administrative costs associated with setting up the dues collection system. This language was added through negotiations with public entity organizations, such as CSAC. SB 866 did not include this cost sharing language. With respect to the dues collection process, SB 866 includes the following provisions:
 - Clarifies existing law to make explicit that employee organizations and bona fide associations are authorized to request payroll deductions.
 - Prohibits a certified or recognized employee organization that certifies it has and will maintain individual employee authorizations from being required to submit a copy of the written authorization to the public employer to commence payroll deductions, unless a dispute arises about the existence or terms of the authorization.
 - Clarifies existing law to provide that employees, including retired employees, of a public employer, may authorize a deduction from their salary, wages, or retirement allowance for the payment of dues.
 - Makes explicit that all public employers must honor employee authorizations for dues deduction; that a public employer or Controller rely

on information provided by the employee organization regarding whether the request is in conformity with the authorization; and, that the employee organization must indemnify the public employer, for any claims made by the employee for deductions made in reliance on that information.

- Authorizes employers, as specified, to deduct the actual reasonable costs of making the deduction from the amount transmitted to the organization. (However, I was not able find this exact language for local public agencies.)
- Requires all public employers to direct employee requests to cancel or change deductions to the employee organization.

Legislation:

AB 1912 (Rodriguez): This bill that would place new requirements on Joint Powers Authorities (JPA) regarding JPA members' retirement liability. AB 1912 was approved by the Senate Public Employment & Retirement Committee and Senate Judiciary Committee last week. The League of Cities and CSAC have been leading an effort to amend AB 1912 to address concerns with the bill.

Recent amendment to AB 1912 made significant progress on addressing local government concerns. The amendments would place the requirement to address any retirement obligations only when the decision has been made by the governing board to dissolve the JPA. Once a decision is made to end a JPA the member agencies must reach an agreement on each member's share of any unfunded pension obligations. While the bill remains retroactive, one of the last remaining objections to the bill has been addressed. Language in the bill that would have placed "joint and severable liability" on the member agencies for retirement liability has been replaced with language directing CalPERS to apportion retirement liability to each member agency if the member agencies cannot reach an agreement.

AB 2363 (Friedman): This bill was amended last month to direct CalSTA to create a Vision Zero Task Force to examine whether the traditional method of determining speed limits needs to be replaced. AB 2363 was approved by the Senate Transportation & Housing Committee and now moves to the Senate Appropriations Committee. Currently, speed limits are set pursuant to a traffic and engineering survey where speed limits are set at the rate travelled by 85% of the motorists. This 85th percentile rate can be reduced based on safety factors specified in law. AB 233 would create a task force to examine alternative methods as well as the affect the current method has on rural and urban roads and the effect on bicycle and pedestrian plans.



July 5, 2018

Existing Positions

| Bills | Subject | Status | Client - Position |
|---|--|--|-------------------|
| <u>AB 1</u> (Frazier D) Transportation funding. | AB 1 was Assemblyman Frazier's renewed effort to address the funding shortfall facing our transportation infrastructure. With that passage of SB1, this bill be will likely be used for another issue if it is moved forward. | ASSEMBLY TRANS DEAD | SUPPORT |
| <u>AB 399</u> (Grayson D) Autonomous vehicles: Contra Costa Transportation Authority: pilot project. | Last year, legislation was enacted to authorize the Contra Costa Transportation Authority to conduct a pilot project testing the use of autonomous vehicles on streets that are open to the public, but located within a private business park. AB 399 extends the sunset date on the authority for the pilot project to operate according to existing law, prior to the requirement to then comply with regulations being developed by the DMV. Currently, this pilot program must comply with the DMV regulations within 180 days of the operative date of the regulations. AB 399 extends this "phase-in" period to 12 months. | ASSEMBLY 2 YEAR DEAD | SUPPORT |
| <u>AB 1454</u> (Bloom D) Transportation projects: lease agreements. | AB 1454 was amended to remove the language that deletes the sunset date on the authority for Caltrans and regional transportation agencies to enter into public private partnerships. As amended, the bill merely states that it is the intent of the Legislature to reestablish the public-private partnership process. AB 1454 has also not been set for hearing, and will not be moving forward. | ASSEMBLY RULES COMMITTEE -- DEAD | SUPPORT |

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| <u>AB 1759</u> (McCarty D) Public trust lands: City of Sacramento. | <p>AB 1759 has been gutted and amended to deal with a state tides land issue in the City of Sacramento.</p> <p>As introduced the bill would withhold a city's or county's share of local street and road maintenance funds if that city or county fails to meet its minimum housing production goals as certified by the Department of Housing and Community Development.</p> | SENATE RULES | WATCH (prior version) |
| <u>AB 1866</u> (Fong R) Transportation funding. | <p>This new measure makes numerous changes to transportation funding programs. These changes largely reflect the transportation funding proposal pushed by the Assembly Republican Caucus last year.</p> | ASSEMBLY TRANS | WATCH |
| <u>AB 1901</u> (Oberholte R) California Environmental Quality Act: exemption: roadway projects. | <p>This bill would extend to January 1, 2023, an existing CEQA exemption for counties or cities with a population of less than 100,000. The existing program provides a limited exemption from CEQA for maintenance projects within the existing right-of-way if specified conditions are met.</p> | SENATE EQ | SUPPORT |
| <u>AB 2851</u> (Grayson D) Regional transportation plans: traffic signal optimization plans. | <p>The Assembly Appropriations Committee amended AB 2851 to delete the appropriation of cap & trade funds, and would make it permissive for cities within the Bay Area to develop a traffic signal optimization plan.</p> <p>Specifically, the bill would authorize each city within the jurisdiction of the Metropolitan Transportation Commission (MTC) to develop and implement a traffic signal optimization plan. <i>In addition, the amendments direct Caltrans to ensure its traffic signals within these cities are adjusted and maintained in accordance with the plan.</i></p> | SENATE APPRS | Support & Seek Amendments |

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| <p><u>AB 3124</u> <u>(Bloom D)</u> Vehicles: length limitations: buses: bicycle transportation devices.</p> | <p>AB 3124 makes a small change with a big impact. This measure amends existing law to authorize an operator to equip a 60-foot articulated transit bus or trolley with a front-mounted bicycle rack that extends up to 40 inches from the front body of the bus when fully deployed and limits the handlebars of a bicycle that is being transported on such a rack from extending more than 46 inches from the front of the bus.</p> | <p>Signed Into law Chapter 22, Statutes of 2018</p> | <p>SUPPORT</p> |
| <p><u>AB 3201</u> <u>(Daly D)</u> California Clean Truck, Bus, and Off- Road Vehicle and Equipment Technology Program.</p> | <p>The California Transit Association (CTA) is sponsoring AB 3201 in an effort to secure a funding stream to transition to zero emission transit buses.</p> <p>AB 3201 as currently drafted would amend the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program (Program) to require CARB to establish a funding program for large-scale deployments that meet current and future regulatory obligations. The bill would also clarify that infrastructure needs are also an eligible expense. While the content of AB 3201 will evolve, the intent of this bill is to create a dedicated funding stream to assist transit operators in transitioning to zero emission fleets.</p> | <p>ASSEMBLY APPR Held on Suspense -- DEAD</p> | <p>SUPPORT</p> |
| <p><u>ACA 4</u> <u>(Aguiar-Curry D)</u> Local government financing: affordable housing and public infrastructure: voter approval.</p> | <p>ACA 4 would generally lower the voter threshold to 55% for imposing the following taxes or issuing debt:</p> <ul style="list-style-type: none"> Creates an additional exception to the 1% limit that would authorize a city or county, to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing. | <p>ASSEMBLY L. GOV</p> | <p>SUPPORT</p> |

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| <u>ACA 4</u> <u>(Aguiar-Curry D)</u> <u>(cont.)</u> | <ul style="list-style-type: none"> • Authorizes a local government to impose, extend, or increase a special tax for the purposes of funding the construction, rehabilitation or replacement of public infrastructure or affordable housing. | | |
| Regional Measure 3/Senate Bill 595 (Beall) | SB 595 authored by Senator Jim Beall was passed by the Legislature and signed into law by Governor Brown in the fall of 2017. The bill authorizes the Bay Area Toll Authority to place Regional Measure 3 on the ballot. At its February 27th meeting, the County Board of Supervisors approved adding Regional Measure 3 to the June 5, 2018 ballot. If approved Regional Measure 3 will allow the Bay Area Toll Authority to increase tolls on the seven (7) state owned bridges, as follows: \$1 January 1, 2019, \$1 January 1, 2022, and \$1 January 1, 2025. Revenues raised will fund transportation projects on the expenditure plan to relieve congestion in the bridge corridors. | June 5, 2018 Statewide Primary Election – Approved by Voters | SUPPORT |
| <u>SB 760</u> <u>(Wiener D)</u> Bikeways: design guides. | <p>SB 760 was gutted and amended on June 4th.</p> <p>As amended the bill would prohibit Caltrans from denying a permit solely based on the work being performed pursuant to local plans and specifications if a project is adjacent or near a state highway and does not affect the operation of the state highway.</p> <p>SB 760 remains in the Assembly Transportation Committee, and will likely not be moving forward.</p> | ASSEMBLY TRANS | WATCH |
| <u>SB 827</u> <u>(Wiener D)</u> Planning and zoning: transit-rich housing bonus | SB 827 would authorize a “transit-rich housing project” to be eligible for a “transit-rich housing bonus.” A transit-rich housing project is a housing project that is located within ½ mile of a “major transit stop” or ¼ mile from a “high- | SENATE T. & H. – FAILED PASSAGE -- DEAD | WATCH |

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| <u>SB 827</u> (Wiener D) (cont.) | quality transit corridor.” If the housing project meets these requirements then it would be exempt from local controls on residential density or floor area ratio, parking restrictions, and some height restrictions. | | |
| <u>SB 1434</u> (Leyva D) Transportation electrification: electricity rate design. | The CTA is sponsoring SB 1434 (Leyva). This bill aims to address the volatility with electricity rates when charging battery electric buses. Specifically, SB 1434 directs the CPUC to initiate a new rate making proceeding for the cost of electricity that is used as a fuel. The fluctuation of electricity rates is a key obstacle in scaling up the use battery electric buses. | ASSEMBLY APPR | SUPPORT |
| <u>SCA 2</u> (Newman D) Motor vehicle fees and taxes: restriction on expenditures. | With the passage of ACA 5, SCA 2 was placed on the Inactive File. SCA 2 and ACA 5 are identical and would prospectively prohibit the use of truck weight fees to pay for transportation bonds approved after January 1, 2017. The bill would also expand the protections for Public Transportation Account revenues to also include the 1.75% increase to the diesel fuel sales tax that was enacted as part of the gas tax swap. The ban on borrowing fees and taxes would also apply to any vehicle fees or taxes dedicated to transportation accounts. | SENATE INACTIVE FILE | SUPPORT |
| <u>SCA 6</u> (Wiener D) Local transportation measures: special taxes: voter approval. | SCA 6 would allow a local government to impose any special tax with a 55% approval of the voters if the special tax dedicates 100% of the revenues, not including collection and administrative expenses, to transportation programs and projects. | SENATE APPR – SUSPENSE FILE | SUPPORT |