

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, April 20, 2022
1:00 PM

REFER TO COVID-19 SPECIAL NOTICE

NVTa Board of Directors

*****COVID-19 SPECIAL NOTICE*****

PUBLIC MEETING GUIDELINES FOR PARTICIPATING VIA PHONE/VIDEO CONFERENCING

Consistent with California Assembly Bill 361 and Government Code Section 54953, due to the COVID-19 State of Emergency and the recommendations for physical distancing, the Napa Valley Transportation Authority (NVTa) Board meeting will be held virtually. To maximize public safety while still maintaining transparency, members of the public may observe and participate in the meeting from home. The public is invited to participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 997 5007 2830
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 997 5007 2830 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrpiLcW9uRmA0EE6w-eKZyw?app=desktop>

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

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

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

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

Instructions on how to join a video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>

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

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 72 hours prior to the meeting at: <https://nctpa.legistar.com/Calendar.aspx> or by emailing info@nvta.ca.gov to request a copy of the agenda.

Materials distributed to the members of the Board present at the meeting will be available for public inspection after the meeting. 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.

Americans with Disabilities Act (ADA): 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 Laura Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

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

Acceso y el Título VI: La NVTA puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Ang Accessibility at Title VI: Ang NVTA ay nagkakaloob ng mga serbisyo/akomodasyon kung hilingin ang mga ito, ng mga taong may kapansanan at mga indibiduwal na may limitadong kaalaman sa wikang Ingles, na nais na matugunan ang mga bagay-bagay na may kinalaman sa NVTA Board. Para sa mga tulong sa akomodasyon o pagsasalin-wika, mangyari lang tumawag sa (707) 259-8633. Kakailanganin namin ng paunang abiso na tatlong araw na may pasok sa trabaho para matugunan ang inyong kahilingan.

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

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

7. PUBLIC HEARINGS

- 7.1 **Public Hearing and Review of the Napa Valley Transportation Authority (NVRTA) Biennial Budget for FY 2022-23 (FY23) and FY 2023-24 (FY24) (Antonio Onorato) (Pages 10-28)**

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

1. Hold a public hearing for the biennial budget;
2. Review and provide comment on the proposed FY 2022-23 annual budget of \$76,776,800; and
3. Review and provide comment on the proposed FY 2023-24 annual budget of \$36,298,900.

Time Certain: 1:35 p.m.

Attachments: [Public Hearing & Staff Report](#)

8. CONSENT AGENDA ITEMS

8.1 Meeting Minutes of March 16, 2022 (Laura Sanderlin) (Pages 29-32)

Recommendation: Board action will approve the March 16, 2022 meeting minutes.

Estimated Time: 1:50 p.m.

Attachments: [Draft Minutes](#)

8.2 AB 361 Requirements for Remote Public Meetings (DeeAnne Gillick) (Pages 33-38)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-12 making findings and declaring it intent to continue remote teleconference meetings in accordance with Government Code section 54953(e) due to the Governor's COVID-19 State of Emergency Proclamation.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

8.3 Resolution No. 22-13 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) (Roxanna Moradi) (pages 39-44)

Recommendation: That the NVTA Board approve Resolution No. 22-13 (Attachment 1) for the FY 2021-22 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

8.4 Agreement No. 17-15 with Kimley Horn and Associates for Architectural and Engineering Design Services to include Building Commissioning Services for the Vine Bus Maintenance Facility (Kate Miller) (Pages 45-53)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Amendment #5 to Agreement No. 17-15 for Architectural and Engineering Services with Kimley Horn and Associates to include Building Commissioning Services for the Vine Bus Maintenance Facility.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

8.5 Amendment #3 to Project Work Order No. E-10 to NVTA Agreement No. 18-20 with Kimley-Horn and Associates to provide Professional Engineering services for construction on the Imola Express Bus Improvements Project (Alberto Esqueda) (Pages 54-62)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to execute and make minor modifications to Amendment #3 to Work Order No. E-10 to NVTA Agreement No. 18-20 with Kimley-Horn and Associates for an amount not to exceed \$50,000 to provide additional services and engineering support during construction.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

8.6 State Route 29 Project Initiation Document (PID) (Danielle Schmitz) (Pages 63-71)

Recommendation: That the NVTA Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 3 for Work Order E-11 with GHD for work associated with the SR 29 PID.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

**8.7 Transportation Fund for Clean Air (TFCA) Program Manager Fund
Call for Projects Fiscal Years Ending (FYE) in 2023-2025 (Diana
Meehan) (Pages 72-124)**

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board open a call for projects for Transportation Fund for Clean Air (TFCA) Program Manager Funds for Fiscal Years Ending (FYE) 2023-2025.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

**8.8 Lost and Found Policy for Vine Transit (Libby Payan) (Pages
125-130)**

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve the proposed Lost and Found Policy for the Vine Transit.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

**8.9 Citizens Advisory Committee (CAC) Member Appointment (Laura
Sanderlin) (Pages 131-142)**

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board approve the appointment of Tom Kambe to the Citizen Advisory Committee as a member at large for a two (2) year term.

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

9. REGULAR AGENDA ITEMS

9.1 Agreement 22-C17 with Transloc. Inc to Acquire an Automated Demand-Response Dispatch System (Rebecca Schenck) (Pages 143-181)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to a contract with TransLoc, Inc. for up to 5-years for a new Automated Demand-Response Dispatch Software System.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

9.2 2022 Regional Transportation Improvement Program (RTIP) (Danielle Schmitz) (Pages 182-185)

Recommendation: That the NVTA Board amend the 2022 RTIP project list (Attachment 1) to include \$2 million to Napa County for the Vine Trail St. Helena to Yountville project.

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

9.3 Solar Photovoltaic System for the Vine Bus Maintenance Facility (Antonio Onorato) (Pages 186-212)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Agreement No. 22-C16 and make minor modification to the agreement with Recolte Energy (Attachment 1) for specialized consulting and design services in the development of a comprehensive photovoltaic (PV) system with battery storage, electric vehicle charging, and microgrid equipment for the future Bus Maintenance Facility.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

9.4 Federal and State Legislative Update (Kate Miller) (Pages 213-243)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors (Attachment 1) and the State Legislative update prepared by Platinum Advisors (Attachment 2) and act on bills included on the State Bill Matrix (Attachment 3).

Estimated Time: 2:40 p.m.

Attachments: [Staff Report](#)

10. FUTURE AGENDA ITEMS**11. CLOSED SESSION****11.1****PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))**

Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6))

Authority Designated Representative: Authority Chair
Unrepresented Employee: Executive Director

Estimated Time: 3:00 p.m.

12. ADJOURNMENT**12.1 Approval of Next Regular Meeting Date of May 18, 2022 and Adjournment**

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, April 15th.

Laura Sanderlin

Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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



Action Requested: INFORMATION & REVIEW

NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Public Hearing and Review of the Napa Valley Transportation Authority (NVRTA) Biennial Budget for FY 2022-23 and FY 2023-24

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board:

1. Hold a public hearing for the biennial budget;
2. Review and provide comment on the proposed FY 2022-23 annual budget of \$76,776,800; and
3. Review and provide comment on the proposed FY 2023-24 annual budget of \$36,298,900.

EXECUTIVE SUMMARY

NVRTA staff is presenting the two-year biennial budget financial program for FYs 2022-23 and 2023-24 for review and comment. The final NVRTA biennial budget will be presented to the Board for adoption at its May 18, 2022 meeting.

FISCAL IMPACT

Is there a fiscal impact? Not for this item. However, adoption of the budget in May will result in expenditures of up to \$76,776,800 for FY 2022-23 and \$36,298,900 for FY 2023-24.

Element	FY2022-23 Budget	FY 2023-24 Budget
CMA (General Fund)	\$16,093,100	\$13,226,500
Transit Operations (Enterprise Fund)	\$14,563,700	\$15,202,400
Capital Budget	\$43,050,000	\$4,300,000
Depreciation	\$3,070,000	\$3,570,000
Total	\$76,776,800	\$36,298,900



Action Requested: INFORMATION & REVIEW

NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: Public Hearing and Review of the Napa Valley Transportation Authority Biennial Budget for FY 2022-23 and FY 2023-24

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board:

1. Hold a public hearing for the biennial budget;
2. Review and provide comment on the proposed FY 2022-23 annual budget of \$76,776,800; and
3. Review and provide comment on the proposed FY 2023-24 annual budget of \$36,298,900.

COMMITTEE RECOMMENDATION

None to date, however, the Paratransit Coordinating Council is scheduled to review the VineGo budget at its May 5th meeting.

BACKGROUND AND DISCUSSION

The overall budget for the Napa Valley Transportation Authority is \$76.8 million in FY 2022-23 and \$36.3 million in FY 2023-24. The biennial budget outlines NVRTA's plan for how resources will be used to achieve the agency's goals and objectives over the next two years. Adoption of the spending appropriation provides the legal authority to expend revenues for the outlined objectives. Today's action request the Board to review and comment on the two-year financial plan.

NVRTA will receive comments and requests for revisions over the next 30 days for possible incorporation into the final draft budgets. Budgetary adjustments will be brought back to the Board over the next two years for any new projects, programs, requests for new appropriations, or amendments to carry over unused budgets from the previous year.

The two year fiscal plan is a balanced budget achieved by linking expenditures and funding operations with anticipated operating and grants revenues. The budget provides funding for all NVTA objectives without any service reductions and reflects the efforts made to meet the agency's new and existing responsibilities to the community while minimizing costs.

Staff anticipates these goals and objectives are achievable with resources available. That said, any expanded project delivery role over the next two to three years may require additional staff and support. Reallocation of staff to address new responsibilities such as new projects and programs, maintaining the efficiency of transit services, delivering large capital projects, and assisting with Priority Development Area improvements may also be necessary.

NVRTA's top five budgetary expenditures are:

1. Capital Investments
2. Purchased Transportation
3. Professional Fees
4. Personnel Costs
5. Fuel

Table 1 summarizes the proposed biennial budget.

Table 1: Biennial Budget FY23 and FY24

Fiscal Year	FY 2022-23	FY 2023-24
CMA	\$16,093,100	\$13,226,500
Transit Operations	\$14,563,700	\$15,202,400
Capital	\$43,050,000	\$4,300,000
Depreciation	\$3,070,000	\$3,570,000
Total Budget	\$76,776,800	\$36,298,900

General Fund (CMA)- Planning and Administration NVTA's administrative and planning budget is supported by Transportation Development Act (TDA) Funds, One Bay Area Grant planning funds distributed by the Metropolitan Transportation Commission (MTC), Federal Highway Funds administered by Caltrans, membership fees, and contributions from the Napa Valley Vine Trail Coalition. The biennial operations budget for the CMA is shown in Table 2.

Table 2: Congestion Management Agency (General Fund)

Fiscal Year	FY2023	FY2024
Operating Budget		
Revenues	\$16,093,100	\$13,226,500
Expenses*	\$16,093,100	\$13,226,500

* Unused appropriation in FY23 will be carried over to FY24

Table 3: Operating Expenses Details

Fiscal Year	FY2023	FY2024
Personnel Costs	\$3,517,700	\$3,650,500
Administration	\$853,400	\$833,400
Professional Fees/Project Delivery	\$11,722,000	\$8,682,000
TOTAL CMA	\$16,093,100	\$13,226,500

The personnel costs is for the agency's 16 approved full time equivalent employee positions and administration is for the expenditures related to managing the agency's operations. A list of general fund programs and projects is included as Attachment 1. The top 6 projects incurring Professional Fees include:

1. Soscol Junction
2. SR29 Improvements/ Napa Forward
3. SR29 Improvements/ American Canyon
4. Transit Center/ Office Modifications
5. SR29/SR12/Airport Environmental
6. All other projects less than \$1 million

A list of general fund programs and projects is included as Attachment 1.

Public Transit (Enterprise) Fund The transit operating budget represents the cost for deploying the Vine, Vine Go, community shuttle services in American Canyon, Yountville, the St. Helena, and Calistoga. Table 4 shows the biennial budget for the next two years.

Table 4: Public Transit Fund

Fiscal Year	FY2023	FY2024
Operating Budget		
Revenues	\$17,663,700	\$18,772,400
Expenses	\$17,608,700	\$18,747,400
Capital Budget*	\$43,050,000	0

* Unused appropriation in FY23 will be carried over to FY24.

Purchased Transportation and New Transdev Services Contract

Purchase Transportation costs reflects a new contract and subsequently a modification of the agreement to increase driver wages and to recruit new drivers. However, a portion of the actual costs will be based upon services hours performed based on demand and availability of bus drivers.

New Purchase Transportation Contract

NVRTA executed a new five (5) year plus 2-one year option extension purchase transportation agreement with Transdev Services on January 1, 2022. The contract increases operating cost by an average of 4.5% per year.

Fuel

Fuel cost are projected to spike significantly over the next two years given current geopolitical issues. Fuel is budgeted at \$3.73 per gallon on average in FY23 and \$4.31 in FY24. Buses in St. Helena and Yountville will be fueled with electricity as opposed to diesel or gas.

The Vine Fixed Route The budget is consistent with agreed upon terms in the new Transit Services contract which became effective January 1, 2022. The budget reflects service levels based on ridership and demand for services, tempered with the resources that are available.

Vine Go (paratransit) The budget is reflective of slow growth with the ADA paratransit services with service hours based upon demand.

American Canyon Transit The biennial budget is consistent with the current level of service hours- pegged at 5,200 hours per year.

St. Helena Shuttle The budget recommends 4,300 service hours for the next two years, well above the current 3,200 hours.

Yountville Trolley The budget recommends 4,700 service hours for the next two years, well above the current 3,300 hours.

Calistoga Shuttle The biennial budget is consistent with the current level of service hours- pegged at 5,400 hours per year.

Capital Projects Investments for the two fiscal years include procuring additional vehicles, equipment upgrades, the Vine Bus Maintenance Facility, the Imola Park and Ride and the Vine Trail. Capital investments are detailed in Attachment 1.

Economic Forecasting and Strategies

NVTA staff continuously monitor long term financial forecasts from several sources to maintain sufficient funding levels for service delivery, agency operations, maintenance, capital needs, and to ensure that the agency has the adequate cash flow to attain its short and long term objectives and goals. Financial forecasting and fiscal strategies are used to optimize the level of reserves that should be maintained, informs staff when reserves can be increased during economically robust times and to safeguard operational stability during fiscally challenging times. The proposed budget employs conservative strategies and fiscal discipline in order to sustain operational objectives, maintain the capital investments in a state of good repair, make necessary capital improvements to enhance efficiencies, and improve operations.

Revenue Projections

Financial indicators show that the local economy will continue on its firm, but steady growth trajectory. However, the growth can be stunted by uncontrollable factors such as persistent rise in inflation or rising fuel costs. After several quarters of healthy revenue expansion provided by federal stimulus dollars, we anticipate expansion to grow at a very modest rate in the next two years. Growth is expected to level off, but economic factors show that progress is slowing, but not stalling.

Transportation Development Act (TDA)

TDA is the main revenue source for both transit and transportation operations, as such growth, or lack thereof in TDA receipts is watched closely. TDA is a ¼ cent statewide revenue source and NVTA receives the revenues generated locally. Staff uses Measure T as a proxy to evaluate TDA revenues as it is a fairly solid indicator of the county's economic health. Last year, Measure T receipts came in 10% over the previous year's revenues. Although we do not expect the same rate of growth for the next two years and given inflationary pressures, a 5% TDA growth rate is judicious. As of February 2022, the TDA reserve was at \$14.9, up from \$13.2 million in the previous year. Some of those funds have already been committed to capital projects.

Federal Transit Administration Funds- Section 5307, 5311, 5311f and 5339 formula funds

President Biden's Bipartisan Infrastructure Law (BIL) makes the largest investment in public transit in history. The BIL provides more than \$108 billion for public transit, of which \$9.5 billion is dedicated to the Bay Area over the next five years. That's approximately 35 percent more funding than previous years, which will allow NVTA to purchase new buses, improve operational reliability and increase service when resources allow.

The balance of NVTA's revenues come from a number of other revenues sources including Regional Measure 2 bridge tolls and farebox, and miscellaneous chargebacks.

Farebox Recovery Ratio

Due to the COVID-19 pandemic, transit agencies statewide, including Vine Transit, have experienced significant declines in local revenues and farebox revenues. In response,

the State of California has provided statutory and administrative/regulatory relief for public transportation agencies. Assembly Bill No. 90 (AB 90) was approved by the Governor on June 29, 2020. AB 90 contains changes to transportation statutes, in particular relief for public transit operators.

The bill temporarily suspends TDA requirements that transit agencies obtain specified fixed percentages of their operating budgets from passenger fares for the through 2022-23 budget years. As transit ridership has declined due to the COVID-19 pandemic, this language would prevent agencies from being penalized due to the ongoing public health crisis.

Small Intensive Capital Cities (STIC) Funds STIC is a federal incentive program that provides financial incentives to small urbanized areas with a population of 200,000 or less for achieving higher than average efficiency standards in six (6) areas. Despite the pandemic, the FTA is continuing, and in fact, increasing the amount of STIC funding available to small operators. NVTA will receive STIC funds in the amount of roughly \$1.6 million which ties Soltrans for the largest amount generated in the MTC region. Since the funding is based on performance measures and are not routine, staff does not customarily budget for STIC funding.

State Transit Assistance (STA) STA funding was significantly curtailed during the pandemic because they are generated from sales tax on diesel; and fuel sales were down when the economy shut down during the Pandemic. However, it is anticipated that revenue generations will be restored to near pre-pandemic levels in FY23 and FY24.

STA revenue generations come into the region on revenue and population formula. The revenue formula is based on the amount of eligible (non federal and non state) revenues that an agency counts in its transit budget. For NVTA that is only Regional Measure 2 funds. The STA population funds for the region flow directly to MTC. While STA in total only makes up a small percentage of the agency's transit budget, the increase from the population formula that the agency will receive from the MTC is roughly ten times what the agency receives from the revenue formula portion.

Micro Economic Factors

Like many other transit properties, Vine ridership has struggled to regain passengers in the last two years. And while projected ridership in FY 2021-22 is anticipated to be roughly 55% of pre-pandemic numbers, the lack of drivers has forced the agency to cut service three times which is exacerbating its recovery. Staff recognizes that we will have to be creative to also address changing ridership habits which have shifted from peak rush hour to other times in the day since employers are granting workers more flexibility with work schedules.

Despite the drastic declines in ridership during the better part of the Pandemic, things seem to be slowly on the upswing. Although the future of ridership remains uncertain, staff is cautiously optimistic based on recent ridership gains.

ALTERNATIVES

The Board must adopt a budget by June 30, 2022 for the next fiscal year.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The budget appropriation is the legal spending authority approved by the Board of Directors which allows the NVTA to coordinate resources for the implementation of policies, operations and project delivery. A budget must be adopted for the next fiscal year.

ATTACHMENTS

(1) Detailed FY23 and FY24 Budgets

Budgets - Consolidated CMA, Public Transit, TFCA

Fuel cost per mile	0.61	0.52	0.54	0.58	0.82	0.95
Total Hourly Cost per Contract	\$ 46.36	\$ 48.00	\$ 49.63	\$ 51.34	\$ 58.00	\$ 60.00

	FY19	FY20	FY21	FY 2021-22	FY 2022-23	FY 2023-24
Public Transit Service Projections	Actuals	Actuals	Actuals	Budget	BASE	BASE
Service Hours	138,117	127,980	74,656	129,718	129,718	129,718
Revenue Hours	112,332	103,322	61,931	91,900	96,241	96,241
Service Miles	1,894,605	1,902,461	1,079,018	1,664,275	1,714,246	1,714,246
Revenue Miles	1,739,492	1,685,909	961,390	1,499,608	1,547,581	1,547,581
Ridership	1,061,104	827,826	315,486	439,660	496,092	504,576
Service Costs	6,427,570	6,351,667	5,750,426	7,776,085	7,835,285	8,124,320
Fixed Cost Allocation	3,040,438	3,040,439	3,040,441	3,785,000	3,970,000	4,122,000
Total- Contracted Services	9,468,008	9,392,106	8,790,867	11,561,085	11,805,285	12,246,320

	FY19	FY20	FY2020-21	FY 2021-22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	Budget	BASE	BASE
Revenues						
Transportation Development Act	10,210,582	9,621,538	4,516,068	7,861,741	9,157,700	10,263,600
State Funds (ie Caltrans)	1,780,693	2,575,368	5,140,020	4,759,532	6,341,300	2,760,000
Federal Funds- FTA/FHWA	4,403,517	5,071,260	5,837,778	8,214,787	11,477,200	11,037,900
Other-Governmental Agencies	700,112	507,148	677,485	2,792,440	2,300,600	2,800,600
Interest	87,017	114,945	73,533	84,800	68,500	68,500
Charges for Services/ Farebox	1,098,733	1,622,943	900,005	2,316,700	869,000	970,800
Charges for Services-Amcan	36,169	295,054	28,600	-	-	80,700
Charges for Service-Yountville	41,303	39,870	38,971	-	61,200	63,700
Charges for Services-St Helena	34,293	32,262	34,883	-	65,300	67,100
Charges for Services-Calistoga	65,000	60,000	38,125	55,000	65,000	65,000
Miscellaneous	3,685	36,737	-	-	-	-
Intrafund Transfers-In	-	-	318,140	200,000	251,000	251,000
Total Revenues	\$18,461,104	\$19,977,125	\$17,603,608	\$26,285,000	\$30,656,800	\$28,428,900

Expenses						
Salaries and Wages	-	1,247,830	1,738,478	2,032,800	2,500,000	2,600,000
Extra Help	1,320,298	-	-	-	100,000	100,000
401A Employer Contribution	2,893	2,664	5,247	25,000	24,000	24,500
Cell Phone Allowance	23,906	15,111	17,470	24,500	12,000	9,000
Medicare	3,150	4,577	5,959	9,000	42,000	42,300
Employee Insurance-Premiums	22,429	23,037	23,650	42,300	350,000	365,000
Workers Compensation	286,580	289,282	303,977	325,000	18,000	18,000
Unemployment Compensation	11,437	11,674	5,172	7,900	18,000	18,000
Retirement	2,527	2,289	337,562	353,800	350,000	365,000
Other Post Employment Benefits	194,253	321,593	46,874	42,000	50,000	55,000
Other Employee Benefits	46,875	43,437	4,026	53,700	53,700	53,700
Total for: Salaries and Benefits	\$1,914,348	\$1,961,494	\$2,488,415	\$2,916,000	\$3,517,700	\$3,650,500

Administration Services	68,519	1,201	2,430	5,000	5,000	5,000
Accounting/Auditing Services	76,194	65,289	101,788	84,900	74,100	74,100
Information Technology Service	97,490	120,787	123,631	186,200	153,500	163,500
ITS-Communication Services	21,741	21,625	22,786	25,800	25,000	35,000
Legal Services	59,062	50,071	140,214	101,000	55,000	55,000
Temporary/Contract Help	-	-	-	-	-	-
Consulting Services	2,142,271	2,841,077	4,919,278	10,656,700	11,747,000	8,707,000
Waste Disposal Services	18,657	20,528	11,922	19,100	28,900	29,500
Security Services	18,148	45,708	13,405	19,700	23,000	23,000
Landscaping Services	15,410	3,900	9,875	13,500	7,500	7,500
Construction Services	-	-	-	-	-	-
Purchased Transportation	7,376,374	7,392,567	7,726,001	9,548,700	11,690,700	12,075,500
Maintenance-Equipment	106,272	100,765	111,083	120,000	145,000	145,000
Maintenance-Buildings/Improvem	192,217	104,672	131,666	100,000	150,000	150,000
Maintenance-Software	138,626	124,109	141,649	155,500	212,000	212,000
Maintenance-Vehicles	20,167	65,663	104,566	57,000	47,000	47,000
Rents and Leases - Equipment	7,453	5,877	6,399	7,000	7,000	7,000
Rents and Leases - Bldg/Land	-	-	-	8,000	-	-
Insurance - Premiums	422,745	430,503	456,960	460,300	522,000	532,000
Communications/Telephone	27,238	28,679	18,529	27,100	16,300	16,300
Advertising/Marketing	146,847	139,863	69,720	114,500	113,500	113,500
Printing & Binding	66,049	86,034	44,450	31,000	29,200	29,200
Bank Charges	15,837	3,826	4,153	18,700	17,000	17,000
Publications & Legal Notices	11,300	31,859	17,238	8,700	13,000	13,000
Training/Conference Expenses	41,011	41,684	4,599	25,000	25,000	25,000
Business Travel/Mileage	12,497	11,586	233	15,000	15,000	15,000
Office Supplies	38,943	32,330	99,083	77,600	25,000	30,000
Freight/Postage	7,073	2,686	3,888	3,000	3,000	3,000
Books/Media/Periodicals/Subscr	11,475	13,398	10,826	6,000	6,000	6,000
Memberships/Certifications	37,899	37,693	70,722	50,000	70,000	70,000
Utilities - Electric	27,541	34,359	31,090	31,000	25,000	30,000
Utilities - Water	20,356	18,059	17,804	25,000	12,000	12,000
Fuel	1,201,625	1,079,051	824,489	1,001,000	1,445,400	1,669,300
Interest Expense (TIFIA/Bank of Marin)		-	-	-	180,000	210,000
Depreciation Expense	2,676,250	2,635,808	2,576,209	3,032,000	3,070,000	3,570,000
Total for: Services and Supplies	15,123,287	15,591,258	17,816,686	26,034,000	29,958,100	28,097,400

Salary/Overhead Allocation	185,480	179,924	318,140	251,000	251,000	251,000
Total for: Other Expenses	185,480	179,924	318,140	251,000	251,000	251,000

Total Expenses	15,308,767	15,771,182	18,134,826	26,285,000	33,726,800	31,998,900
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LESS Depreciation	2,676,250	2,635,808	2,576,209	3,032,000	3,070,000	3,570,000
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SURPLUS/(DEFICIT)	3,152,337	4,205,943	(531,218)	-	-	-
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FINANCING COSTS DETAILS						
Debt Service (TIFIA)	-	-	-	-	100,000	120,000
Other Costs (Bank of Marin)	-	-	-	-	80,000	90,000
Total Financing Costs	-	-	-	-	180,000	210,000

CAPITAL BUDGETS

Revenues						
Tranportation Development Act	11,824	1,818,284	-	7,156,739	9,300,000	-
Federal	46,192	280,000	-	30,078,078	8,000,000	-
Caltrans/State	-	-	-	2,959,078	-	-
Other Funds	-	-	465,998	9,889,811	11,750,000	4,300,000
TIFIA	-	-	-	-	14,000,000	-
Total Revenues	58,016	2,098,284	465,998	50,083,706	43,050,000	4,300,000
Expenses						
Vine Trail Calistoga to St. Helena	-	-	-	4,500,000	12,000,000	4,000,000
Zero Emission Buses	-	-	-	5,390,250	2,400,000	-
Vine Bus Maintenance Facility	-	-	308,035	35,747,229	27,000,000	-
Soscol Junction	-	-	-	-	-	-
CAD AVL Technology Upgrades	-	-	-	600,000	-	-
Transit Related Equipment	-	-	53,706	316,000	1,650,000	300,000
Bus Purchase	-	280,000	-	-	300,000	-
Imola Park and Ride	-	-	104,257	3,530,227	-	-
Other Capital Projects	58,016	1,818,284	-	-	-	-
Total: Other Expenses	58,016	2,098,284	465,998	50,083,706	43,050,000	4,300,000
Net Surplus (Deficit)	-	-	-	-	-	-

Consolidated Budget	\$ -	\$ -	\$ -	\$ -	\$ 76,776,800	\$ 36,298,900
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Budget Inputs - Congestion Management Agency

		FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
		Actuals	Actuals	Actuals	BUDGET	BUDGET	BUDGET
Revenues							
41400	Transportation Development Act	5,533,143	2,881,900	1,746,100	2,865,100	3,362,200	3,455,500
43790	State Funds (ie Caltrans)	43,284	511,103	4,085,848	3,070,000	4,031,300	150,000
43890	Federal Funds- FTA/FHWA	1,287,404	979,930	899,263	4,327,100	6,178,600	6,600,000
43950	Other Org/Governmental Agencies	253,183	117,471	232,947	2,400,000	2,000,000	2,500,000
45100	Interest	27,406	60,803	16,569	20,000	20,000	20,000
46800	Local Contributions & Membership Fees	-	828,971	525,031	1,750,000	250,000	250,000
46810	Charges for Services-Amcan	-	250,000	-	-	-	-
49900	Intrafund Transfers-In (Transit Timesheets)	-	-	318,140	200,000	251,000	251,000
Total Revenues		\$7,144,420	\$5,630,178	\$7,823,898	\$14,632,200	\$16,093,100	\$13,226,500

Expenses							
51100	Salaries and Wages	1,320,298	1,247,830	1,738,478	2,032,800	2,500,000	2,600,000
51110	Extra Help	2,893	2,664	5,247	200,000	100,000	100,000
51200	457 Employer Contribution	23,906	15,111	17,470	24,500	24,000	24,500
51205	Cell Phone Allowance	3,150	4,577	5,959	9,000	12,000	9,000
51300	Medicare/Employer Taxes	22,429	23,037	23,650	42,300	42,000	42,300
51400	Employee Insurance-Premiums	286,580	289,282	303,977	325,000	350,000	365,000
51405	Workers Compensation	11,437	11,674	5,172	7,900	18,000	18,000
51410	Unemployment Compensation	2,527	2,289	2,117	-	18,000	18,000
51600	Retirement	194,253	321,593	337,562	353,800	350,000	365,000
51605	Other Post Employment Benefits	46,875	43,437	46,874	42,000	50,000	55,000
51990	Other Employee Benefits	1,773	0	4,026	53,700	53,700	53,700
Total for: Salaries and Benefits		\$1,916,121	\$1,961,494	\$2,490,532	\$3,091,000	\$3,517,700	\$3,650,500

52100	Administration Services	68,519	1,201	2,430	5,000	5,000	5,000
52125	Accounting/Auditing Services	73,790	63,249	99,192	70,000	70,000	70,000
52130	Information Technology Service	68,290	85,758	88,665	150,000	145,000	155,000
52131	ITS-Communication Services	21,741	21,625	22,786	25,800	25,000	35,000
52140	Legal Services	59,062	50,071	140,214	100,000	55,000	55,000
52310	Consulting Services	2,142,271	2,840,930	4,919,278	10,656,700	11,722,000	8,682,000
52325	Waste Disposal Services	4,262	4,022	2,464	4,100	3,900	4,500
52335	Security Services	3,275	1,700	1,700	8,000	8,000	8,000
52340	Landscaping Services	15,410	3,900	3,900	7,500	7,500	7,500
52500	Maintenance-Equipment	16,290	43,006	15,541	25,000	25,000	25,000
52505	Maintenance-Buildings/Improvem	190,571	97,712	123,784	75,000	75,000	75,000
52515	Maintenance-Software	87,126	58,215	63,619	50,000	50,000	50,000
52520	Maintenance-Vehicles	-	27,986	38,936	2,000	2,000	2,000
52600	Rents and Leases - Equipment	7,453	5,877	6,399	7,000	7,000	7,000
52705	Insurance - Premiums	43,556	40,174	56,701	60,000	60,000	60,000
52800	Communications/Telephone	11,264	11,615	6,878	15,000	15,000	15,000
52810	Advertising/Marketing	84,300	55,815	7,913	40,000	40,000	40,000
52820	Printing & Binding	8,642	18,374	25,644	15,000	15,000	15,000
52825	Bank Charges	785	1,792	428	15,000	15,000	15,000
52830	Publications & Legal Notices	10,856	31,209	16,501	8,000	8,000	8,000
52900	Training/Conference Expenses	41,011	41,684	4,599	25,000	25,000	25,000
52905	Business Travel/Mileage	12,497	11,586	233	15,000	15,000	15,000
53100	Office Supplies	38,943	29,745	98,465	65,100	25,000	30,000
53110	Freight/Postage	4,952	2,686	3,888	3,000	3,000	3,000
53115	Books/Media/Periodicals/Subscr	11,475	13,398	10,826	6,000	6,000	6,000
53120	Memberships/Certifications	37,899	37,693	70,722	50,000	70,000	70,000
53205	Utilities - Electric	21,576	27,814	27,189	25,000	25,000	30,000
53220	Utilities - Water	7,773	9,101	10,276	12,000	12,000	12,000
53250	Fuel	753	566	102	1,000	1,000	1,000
Interest Expense (Bank of Marin)			-	-	-	40,000	50,000
Total for: Services and Supplies		3,094,342	3,638,505	5,869,273	11,541,200	12,575,400	9,576,000

57900	Salary/Overhead Allocation	-	-	-	-	-	-
Total for: Other Expenses		-	-	-	-	-	-

Total Expenditures	5,010,463	5,599,999	\$8,359,805	\$14,632,200	\$16,093,100	\$13,226,500
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LESS Depreciation

SURPLUS/(DEFICIT)	2,133,957	30,179	(535,907)	-	-	-
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Financing Costs Details			
Debt Service			
Interest Expense (Bank of Marin LOC)		40,000	50,000
Total Financing Costs		40,000	50,000

Special Projects: Professional Fees/ Consultant Details

TOTAL SPECIAL PROJECTS				\$	54,772,000	\$	12,982,000
Professional Fees/ Consulting				FY2022-23		FY2023-24	
Active Transportation Program- (Bike maps, Outreach & Supplies)				20,000			
ADA Management Services (CARE Evaluators)				60,000		60,000	
AmCan Improvements				-		500,000	
Bike and Ped Counts				10,000		-	
Bike Plan Updates and Revisions				25,000		-	
Caltrans Cost Allocation Plan				15,000		-	
Capital Projects - Project Management/Coordination (various tasks)				300,000		-	
Carneros Intersection Environmental/Engineering				300,000		-	
Center for Technology and Environment - ZEB Project Implementation				40,000		-	
Countywide Transportation Plan				25,000		25,000	
Federal Advocacy Program (Shared)				30,000		30,000	
Office Partitioning/ Downstairs Office Area				3,000,000		-	
Safe Routes To Schools (NCOE/Caltrans) PASS THROUGH				140,000		140,000	
Senior Transportation Needs Assessment				200,000			
SR 29 Rapid Transit Corridor Study				100,000		-	
State Advocacy Services- Lobbying Services				52,000		52,000	
TCM Program/Center Design/Feasibility Study				100,000		100,000	
TIFIA Loan Financial Advisory Services (moved to Cap Invest)				25,000		-	
Travel Demand Model Operations and Maintenance (O&M)				25,000		-	
TFCA Budget ***				500,000		500,000	
V Commute (rideshare services)				25,000		25,000	
Website Enhancements/Upgrades				25,000		25,000	
ZEB Rollout Plan				25,000			
Recruitment/Temp Agency				25,000		20,000	
Agency Workplace Coaching/Consulting				5,000		5,000	
Vision Zero Plan				300,000			
Travel Behavior Study						200,000	
Oxbow Bypass Design and Engineering				100,000			
SR-29/ AmCan Improvements				1,000,000			
Imola Corridor Preliminary Engineering and specific plans				50,000			
SR29/SR 12/Airport Environmental				1,000,000			
SR29 Improvements/ Napa Forward				1,200,000		5,000,000	
Soscol Junction				3,000,000		2,000,000	
TOTAL SPECIAL PROJECTS- Professional Fees/Consulting				\$	11,722,000	\$	8,682,000

CAPITAL INVESTMENTS FY 2023 & FY 2024

Updated 2/4/2022

		VEHICLES			FACILITIES		EQUIPMENT			
PROJECT DEPT FUNDING STATUS		TOTALS	V1. Vehicle Upgrades/ Enhancements 8302002 Secured	V2. Rolling Stock 2 Proterra 8302001 ZEB Secured	V3. Calistoga Bus Purchase 8302002 ZEB Secured	F1. Bus Maintenance Facility 8302002 Secured	F2. Imola PNR Upgrades 8302002 Secured	F3. Vine Trail 8302002 Secured	E2. Electronic Signs 8302002 Secured	E3. Equipment Upgrades 8302002 Secured
Funding Source:										
FTA 5307		1,000,000	-	-	-	\$1,000,000	-	-		
TIFIA		14,000,000	-	-	-	\$14,000,000	-	-		
FTA		-	-	-	-	-	-	-		
FHWA		8,000,000	-	-	-		-	8,000,000		
TDA (LTF)		8,400,000	-	-	-	8,000,000	-	-	-	400,000
		-	-	-	-		-	-	-	
STATE: LCTOP		-	-	-	-	-	-	-	-	-
STATE: HVIP		-	-	-	-	-	-	-	-	-
		-	-	-	-		-	-	-	
MTC: Special Purpose		-	-	-	-		-	-	-	
STATE: STA Lifeline		-	-	-	-		-	-	-	
STATE: STA Reg. Para		-	-	-	-		-	-	-	
Other Funds/Unassigned		12,250,000	300,000	2,400,000	300,000	4,000,000	1,000,000	4,000,000	\$250,000	
TOTAL FOR YEAR		\$43,650,000	\$300,000	\$2,400,000	\$300,000	\$27,000,000	\$1,000,000	\$12,000,000	\$250,000	\$400,000
TOTAL PROJECT COSTS		\$43,650,000	\$300,000	\$2,400,000	\$300,000	\$27,000,000	\$1,000,000	\$12,000,000	\$250,000	\$400,000

Budget Inputs - Consolidated: Vine Transit Services

Fuel cost per mile	0.61	0.52	0.54	0.58	0.82	0.95
Total Hourly Cost per Contract	\$ 46.36	\$ 48.00	\$ 49.63	\$ 51.34	\$ 58.00	\$ 60.00

	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
Public Transit Service Projections	Actuals	Actuals	Actuals	Budget	Budget	Budget
Service Hours	138,117	127,980	74,656	129,718	129,718	129,718
Revenue Hours	112,332	103,322	61,931	91,900	96,241	96,241
Service Miles	1,894,605	1,902,461	1,079,018	1,664,275	1,714,246	1,714,246
Revenue Miles	1,739,492	1,685,909	961,390	1,499,608	1,547,581	1,547,581
Ridership	1,061,104	827,826	315,486	439,660	496,092	504,576

Service Costs	6,427,570	6,351,667	5,750,426	7,776,085	7,835,285	8,124,320
Fixed Cost Allocation	3,040,438	3,040,439	3,040,441	3,785,000	3,970,000	4,122,000
Total- Contracted Services	9,468,008	9,392,106	8,790,867	11,561,085	11,805,285	12,246,320

	FY19	FY20	FY2020-21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	Budget	Budget	Budget
Revenues						
Transportation Development Act	4,677,439	6,739,638	2,769,968	5,055,641	5,795,500	6,808,100
State Transit Assistance	1,737,409	2,064,265	1,054,172	1,689,532	2,310,000	2,610,000
Federal Funds- FTA	3,116,113	4,091,330	4,938,515	3,887,687	5,298,600	4,437,900
Other-Governmental Agencies	446,929	389,677	444,538	392,440	300,600	300,600
Interest	59,611	54,142	56,964	64,800	48,500	48,500
Farebox	1,098,733	793,972	374,974	566,700	619,000	720,800
Charges for Services-Amcan	36,169	45,054	28,600	-	-	80,700
Charges for Service-Yountville	41,303	39,870	38,971	-	61,200	63,700
Charges for Services-St Helena	34,293	32,262	34,883	-	65,300	67,100
Charges for Services-Calistoga	65,000	60,000	38,125	55,000	65,000	65,000
Miscellaneous	3,685	36,737	-	-	-	-
Intrafund Transfers-In	-	-	-	-	-	-
Total Revenues	\$11,316,684	\$14,346,947	\$9,779,710	\$11,711,800	\$14,563,700	\$15,202,400

Expenses						
Accounting/Auditing Services	2,404	2,040	2,596	14,900	4,100	4,100
Information Technology Service	29,200	35,029	34,966	36,200	8,500	8,500
Legal Services	-	-	-	1,000	-	-
Consulting Services	-	147	-	-	25,000	25,000
Waste Disposal Services	14,395	16,506	9,458	15,000	25,000	25,000
Security Services	14,873	44,008	11,705	11,700	15,000	15,000
Landscaping Services	-	-	5,975	6,000	-	-
Purchased Transportation	7,376,374	7,392,567	7,726,001	9,548,700	11,690,700	12,075,500
Maintenance-Equipment	89,982	57,759	95,542	95,000	120,000	120,000
Maintenance-Buildings/Improvem	1,646	6,960	7,882	25,000	75,000	75,000
Maintenance-Software	51,500	65,894	78,030	105,500	162,000	162,000
Maintenance-Vehicles	20,167	37,677	65,630	55,000	45,000	45,000
Rents and Leases	-	-	-	8,000	-	-
Insurance - Premiums	379,189	390,329	400,259	400,300	462,000	472,000
Communications/Telephone	15,974	17,064	11,651	12,100	1,300	1,300
Advertising/Marketing	62,547	84,048	61,807	74,500	73,500	73,500
Printing & Binding	57,407	67,660	18,806	16,000	14,200	14,200
Bank Charges	15,052	2,034	3,725	3,700	2,000	2,000
Publications & Legal Notices	444	650	737	700	5,000	5,000
Office Supplies	-	2,585	618	12,500	-	-
Freight/Postage	2,121	-	-	-	-	-
Utilities - Electric	5,965	6,545	3,901	6,000	-	-
Utilities - Water	12,583	8,958	7,528	13,000	-	-
Fuel	1,200,872	1,078,485	824,387	1,000,000	1,444,400	1,668,300
Interest Expense (TIFIA/Bank of Marin)		-	-	-	140,000	160,000
Depreciation Expense	2,676,250	2,635,808	2,576,209	3,032,000	3,070,000	3,570,000
Total for: Services and Supplies	12,028,945	11,952,753	11,947,413	14,492,800	17,382,700	18,521,400

Salary/Overhead Allocation	185,480	179,924	318,140	251,000	251,000	251,000
Total for: Other Expenses	185,480	179,924	318,140	251,000	251,000	251,000

Total Expenses	12,214,425	12,132,677	12,265,553	14,743,800	17,633,700	18,772,400
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LESS Depreciation	2,676,250	2,635,808	2,576,209	3,032,000	3,070,000	3,570,000
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SURPLUS/(DEFICIT)	(897,741)	2,214,270	(2,485,843)	-	-	-
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FINANCING COSTS DETAILS				
Debt Service			-	100,000
Other Costs			-	40,000
Total Financing Costs			-	140,000

Budget Inputs - Vine Transit

	Total Hours			125,130	125,130	125,130
Cost per mile	0.61	0.52	0.54	0.58	0.82	0.95
Total Hourly Cost per Contract	\$ 46.36	\$ 48.00	\$ 49.63	\$ 62.00	\$ 62.00	\$ 64.00
Public Transit Service Projections	FY19	FY20	FY2020-21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	Budget	BASE	BASE
Total Service Hours	104,123	98,112	56,791	100,118	100,118	100,118
Total Revenue Hours	83,350	78,126	46,751	67,360	71,701	71,701
Total Service Miles	1,576,485	1,646,311	950,313	1,434,988	1,484,959	1,484,959
Total Revenue Miles	1,489,139	1,488,963	865,159	1,329,284	1,377,256	1,377,256
Total Passengers	957,403	746,841	289,580	388,867	453,784	453,784
Service Costs	4,822,353	4,779,986	4,893,896	6,207,285	6,207,285	6,407,520
Fixed Cost Allocation	2,142,984	2,420,568	3,040,440	2,921,308	3,064,093	3,181,408
Total- Contracted Services	\$6,965,337	\$7,200,554	\$7,934,336	\$9,128,593	\$9,271,378	\$9,588,928

	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	Budget	BASE	BASE
Revenues						
Transportation Development Act	3,247,824	5,010,994	435,001	4,051,700	4,199,900	5,390,400
State Transit Assistance	1,385,050	1,685,685	702,172	1,185,500	1,900,000	2,000,000
Federal Funds- FTA	2,835,876	3,786,782	4,381,443	4,126,000	4,500,000	3,600,000
Other-Governmental Agencies (RM2)	446,400	389,019	444,538	300,600	300,600	300,600
Interest	26,681	30,479	49,910	44,100	44,100	44,100
Farebox	963,222	676,191	351,866	566,700	600,000	700,000
Miscellaneous	3,685	36,737	-	-	-	-
Intrafund Transfers-In	-	-	-	-	-	-
Total Revenues	\$8,908,738	\$11,615,887	\$6,364,930	\$10,274,600	\$11,544,600	\$12,035,100

OPERATIONAL EXPENSES

Accounting/Auditing Services	808	1,290	2,290	10,000	-	-
Information Technology Service	21,300	26,573	27,474	10,000	-	-
Consulting Services (City of Napa Law Enforcement)	-	147		-	25,000	25,000
Waste Disposal Services	-	-	9,458	-	25,000	25,000
Security Services	14,873	44,008	11,705	15,000	15,000	15,000
Landscaping Services	-	-	5,975	-	-	-
Purchased Transportation	4,782,162	5,027,423	6,078,808	8,778,534	9,271,378	9,538,870
Maintenance-Equipment	-	-	43,081	-	75,000	75,000
Maintenance-Buildings/Improvem	881	-	7,882	-	75,000	75,000
Maintenance-Software	51,500	61,457	76,315	-	90,000	90,000
Maintenance-Vehicles	20,167	37,677	59,481	-	-	-
Insurance - Premiums	274,334	301,637	237,485	300,000	300,000	310,000
Communications/Telephone	-	866	10,739	-	-	-
Advertising/Marketing	60,800	83,995	61,307	65,000	65,000	65,000
Printing & Binding	53,523	62,704	12,057	8,000	8,000	8,000
Bank Charges	15,052	2,034	3,725	2,000	2,000	2,000
Publications & Legal Notices	444	650	737	5,000	5,000	5,000
Office Supplies	-	2,585	618	-	-	-
Freight/Postage	2,121	-	-	-	-	-
Utilities - Electric	-	-	3,901	-	-	-
Utilities - Water	-	-	7,528	-	-	-
Fuel	956,971	859,507	709,180	836,100	1,223,200	1,416,200
Interest Expense (TIFIA/Bank of Marin)		-	-	20,000	140,000	160,000
Depreciation Expense	2,486,789	2,505,806	2,441,553	2,700,000	2,700,000	3,200,000
Total for: Services and Supplies	8,741,725	9,018,359	9,811,299	12,749,600	14,019,600	15,010,100

Salary/Overhead Allocation	252,930	200,974	252,226	225,000	225,000	225,000
Total for: Other Expenses	252,930	200,974	252,226	225,000	225,000	225,000

Total Expenses	8,994,655	9,219,333	10,063,525	12,974,600	14,244,600	15,235,100
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LESS Depreciation	2,486,789	2,505,806	2,441,553	2,700,000	2,700,000	3,200,000
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SURPLUS/(DEFICIT)	2,400,872	4,902,360	(1,257,042)	-	-	-
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FINANCING COSTS DETAILS						
Debt Service				-	100,000	120,000
Other Costs (Bank of Marin Interest Exp)				-	40,000	40,000
Total Financing Costs				-	140,000	160,000

Budget Inputs - Vine Go

Cost per mile	0.61	0.52	0.54	0.58	0.82	0.95
Total Hourly Cost per Contract	\$ 46.36	\$ 48.00	\$ 49.63	\$ 53.00	\$ 55.00	\$ 58.00
Public Transit Service Projections	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	BUDGET	BUDGET	BUDGET
Service Hours	15,171	12,085	4,843	10,000	10,000	10,000
Revenue Hours	11,961	9,160	3,043	6,283	6,283	6,283
Service Miles	171,999	135,084	56,314	116,279	116,279	116,279
Revenue Miles	134,219	105,032	40,053	82,703	82,703	82,703
Ridership	24,659	19,030	3,316	6,847	6,847	6,847
Service Costs	711,616	712,504	191,803	530,000	550,000	580,000
Fixed Cost Allocation	302,808	121,848	197,236	277,869	306,050	317,767
Total- Contracted Services	\$1,014,424	\$834,352	\$389,039	\$807,869	\$856,050	\$897,767
	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	BUDGET	BUDGET	BUDGET
Revenues						
Transportation Development Act	524,017	715,332	978,972	1,061,584	589,800	405,700
State Transit Assistance	70,350	268,580	100,000	75,000	100,000	300,000
Federal Funds- FTA	65,824	70,704	89,968	75,000	421,700	461,000
Interest	2,236	(4,231)	(60)	1,000	100	100
Farebox	71,526	64,576	14,858	3,316	4,700	6,500
Intrafund Transfers-In	11,027	4,622	-	-	-	-
Total Revenues	\$744,980	\$1,119,583	\$1,183,738	\$1,215,900	\$1,116,300	\$1,173,300
OPERATIONAL EXPENSES						
Accounting/Auditing Services	221	(590)	120	2,500	2,500	2,500
Information Technology Service	3,000	3,624	3,746	-	2,500	2,500
Legal Services	-	-	-	1,000	-	-
Purchased Transportation	1,132,290	958,119	454,280	762,900	801,000	842,800
Maintenance-Equipment	-	-	-	-	-	-
Maintenance-Vehicles	-	-	6,149	15,000	25,000	25,000
Insurance - Premiums	39,971	34,178	44,124	45,000	55,000	55,000
Advertising/Marketing	1,747	-	-	2,500	5,000	5,000
Printing & Binding	1,709	926	-	2,000	-	-
Fuel	171,336	148,626	77,204	85,000	95,300	110,500
Depreciation Expense	134,382	91,783	93,394	290,000	120,000	120,000
Total for: Services and Supplies	1,484,656	1,236,666	679,017	1,205,900	1,106,300	1,163,300
Salary/Overhead Allocation	15,741	18,091	17,859	10,000	10,000	10,000
Total for: Other Expenses	15,741	18,091	17,859	10,000	10,000	10,000
Total Expenses	1,500,397	1,254,757	696,876	1,215,900	1,116,300	1,173,300
LESS Depreciation	134,382	91,783	93,394	290,000	-	-
SURPLUS/(DEFICIT)	(755,417)	(135,174)	486,862	-	-	-

Budget Inputs - American Canyon

Cost per mile	\$0.61	\$0.52	\$0.54	\$0.58	\$0.82	\$0.95
Total Hourly Cost per Contract	\$46.36	\$48.00	\$49.63	\$53.00	\$55.00	\$58.00
Public Transit Service Projections	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	BUDGET	BUDGET	BUDGET
Service Hours	3,735	3,898	2,535	5,200	5,200	5,200
Revenue Hours	3,452	3,404	2,321	4,761.03	4,761	4,761
Service Miles	38,428	34,970	21,356	43,807	43,807	43,807
Revenue Miles	26,180	22,871	15,827	32,466	32,466	32,466
Ridership	22,362	20,385	6,730	13,805	13,805	13,805
Service Costs	216,503	203,106	160,013	275,600	286,000	301,600
Fixed Cost Allocation	95,436	98,136	103,200	144,492	159,146	165,239
Total- Contracted Services	\$311,939	\$301,242	\$263,213	\$420,092	\$445,146	\$466,839
	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	BUDGET	BUDGET	BUDGET
Revenues						
Transportation Development Act	174,005	224,137	562,435	161,000	376,300	323,000
State Transit Assistance	70,000	-	-	150,000	80,000	80,000
Federal Funds- FTA	-	-	-	100,000	100,000	100,000
Interest	2,111	2,563	5,945	1,500	1,500	1,500
Farebox	16,573	12,343	-	5,500	8,300	8,300
Charges for Services-Amcan	36,169	45,054	28,600	67,300	-	80,700
Intrafund Transfers-In	2,582	1,461	-	-	-	-
Total Revenues	301,440	285,558	596,980	485,300	566,100	593,500
OPERATIONAL EXPENSES						
Accounting/Auditing Services	19	40	-	-	400	400
Information Technology Service	800	1,208	-	-	1,500	1,500
Purchased Transportation	278,707	310,583	240,484	408,100	420,100	441,800
Maintenance-Equipment	12,627	12,808	11,598	10,000	10,000	10,000
Maintenance-Software	-	-	1,715	-	18,000	18,000
Insurance - Premiums	9,840	11,023	23,096	12,000	25,000	25,000
Communications/Telephone	912	912	-	1,000	1,000	1,000
Printing & Binding	-	124	-	200	200	200
Fuel	23,075	19,509	2,645	25,000	35,900	41,600
Interest Expense (TIFIA/Bank of Marin)		-	-		-	-
Depreciation Expense	21,774	21,774	24,817	25,000	50,000	50,000
Total for: Services and Supplies	347,754	377,981	304,355	481,300	562,100	589,500
Salary/Overhead Allocation	3,664	4,981	11,124	4,000	4,000	4,000
Total for: Other Expenses	3,664	4,981	11,124	4,000	4,000	4,000
Total Expenses	351,418	382,962	315,479	485,300	566,100	593,500
LESS Depreciation	21,774	21,774	24,817	25,000	-	-
SURPLUS/(DEFICIT)	(49,978)	(97,404)	281,501	-	-	-

Budget Inputs - Yountville

Cost per mile	0.61	0.52	0.54	0.58	0.82	0.95
Total Hourly Cost per Contract	\$ 46.36	\$ 48.00	\$ 49.63	\$ 53.00	\$ 55.00	\$ 58.00
Public Transit Service Projections	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	BUDGET	BASE	BASE
Service Hours	4,661	4,283	3,332	3,300	4,700	4,700
Revenue Hours	4,398	4,113	3,271	3,240	4,614	4,614
Service Miles	27,684	20,547	13,936	13,802	19,658	19,658
Revenue Miles	25,428	18,394	10,136	10,039	14,297	14,297
Ridership	16,370	11,638	4,039	4,000	5,697	5,697
Service Costs	216,503	203,106	160,013	174,900	258,500	272,600
Fixed Cost Allocation	95,436	98,136	103,200	91,697	143,843	149,351
Total- Contracted Services	\$311,939	\$301,242	\$263,213	\$266,597	\$402,343	\$421,951
	FY19	FY20	FY2020-21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actuals	BUDGET	BASE	BASE
Revenues						
Transportation Development Act	174,005	246,801	299,676	147,800	299,500	321,700
State Transit Assistance	71,000	-	75,000	75,000	75,000	75,000
Federal Funds- FTA	66,306	66,800	105,551	75,000	75,000	75,000
Interest	391	1,008	231	1,000	1,000	1,000
Charges for Service-Yountville	41,303	39,870	38,971	33,200	61,200	63,700
Intrafund Transfers-In	2,985	1,578	-	-	-	-
Total Revenues	\$355,990	\$356,057	\$519,429	\$332,000	\$511,700	\$536,400
OPERATIONAL EXPENSES						
Accounting/Auditing Services	125	110	136	400	400	400
Information Technology Service	1,000	1,208	1,249	-	1,500	1,500
Purchased Transportation	350,664	340,570	305,033	266,600	402,300	422,000
Maintenance-Equipment	12,627	12,808	13,621	15,000	15,000	15,000
Maintenance-Software	-	-	-	-	18,000	18,000
Maintenance-Vehicles	-	-	-	5,000	5,000	5,000
Insurance - Premiums	12,281	12,115	30,357	-	35,000	35,000
Communications/Telephone	912	912	-	-	-	-
Advertising/Marketing	-	53	500	4,000	500	500
Printing & Binding	-	124	-	-	-	-
Fuel	8,402	9,295	10,617	20,000	30,000	35,000
Depreciation Expense	16,445	16,445	16,445	17,000	100,000	100,000
Total for: Services and Supplies	402,456	393,640	377,958	328,000	607,700	632,400
Salary/Overhead Allocation	4,031	5,409	11,751	4,000	4,000	4,000
Total for: Other Expenses	4,031	5,409	11,751	4,000	4,000	4,000
Total Expenditures	406,487	399,049	389,709	332,000	611,700	636,400
LESS Depreciation	16,445	16,445	16,445	17,000	100,000	100,000
SURPLUS/(DEFICIT)	(50,497)	(42,992)	129,720	-	-	-

Budget Inputs - St. Helena

Cost per mile	0.61	0.52	0.54	0.58	0.82	0.95
Total Hourly Cost per Contract	\$ 46.36	\$ 48.00	\$ 49.63	\$ 53.00	\$ 55.00	\$ 58.00
Public Transit Service Projections	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actual	BUDGET	BUDGET	BUDGET
Service Hours	4,606	4,214	3,095	3,200	4,300	4,300
Revenue Hours	3,926	3,691	2,970	3,071	4,126	4,126
Service Miles	32,313	27,817	3,369	3,483	4,681	4,681
Revenue Miles	22,363	15,300	11,322	11,706	15,730	15,730
Ridership	17,233	11,031	3,989	4,124	5,542	5,542
Service Costs	213,414	199,390	143,203	169,600	236,500	249,400
Fixed Cost Allocation	94,860	96,816	97,404	88,918	131,601	136,640
Total- Contracted Services	\$308,274	\$296,206	\$240,607	\$258,518	\$368,101	\$386,040

	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actual	BUDGET	BUDGET	BUDGET
Revenues						
Transportation Development Act	178,238	246,136	202,301	131,200	212,500	228,600
State Transit Assistance	70,000	-	75,000	75,000	75,000	75,000
Federal Funds- FTA	66,307	64,000	184,500	121,900	121,900	121,900
Interest	(36)	1,303	672	800	800	800
Farebox	5,567	4,469	2,534	2,500	2,500	2,500
Charges for Services-St Helena	34,293	32,262	34,883	-	65,300	67,100
Intrafund Transfers-In	2,926	1,534	-	2,500	-	-
Total Revenues	\$357,295	\$349,704	\$499,890	\$333,900	\$478,000	\$495,900

OPERATIONAL EXPENSES

Accounting/Auditing Services	-	-	-	400	400	400
Information Technology Service	900	1,208	1,249	-	1,500	1,500
Purchased Transportation	343,949	317,421	283,820	258,500	368,100	386,000
Maintenance-Equipment	12,627	12,808	13,621	5,000	15,000	15,000
Maintenance-Software	-	-		-	18,000	18,000
Maintenance-Vehicles	-	-		5,000	5,000	5,000
Insurance - Premiums	12,136	11,917	28,198	12,000	32,000	32,000
Communications/Telephone	912	912	456	-	-	-
Advertising/Marketing	-	-	-	3,000	3,000	3,000
Printing & Binding	-	124	-	1,000	1,000	1,000
Fuel	15,287	17,946	10,518	30,000	30,000	30,000
Depreciation Expense	8,430	-	-	15,000	100,000	100,000
Total for: Services and Supplies	394,241	362,336	337,862	329,900	574,000	591,900
Salary/Overhead Allocation	4,121	5,274	10,970	4,000	4,000	4,000
Total for: Other Expenses	4,121	5,274	10,970	4,000	4,000	4,000
Total Expenditures	398,362	367,610	348,832	333,900	578,000	595,900
LESS Depreciation	8,430	-	-	15,000	100,000	100,000
SURPLUS/(DEFICIT)	(41,067)	(17,906)	151,058	-	-	-

Budget Inputs - Calistoga

Cost per mile	0.61	0.52	0.54	0.58	0.82	0.95
Total Hourly Cost per Contract	\$ 46.36	\$ 48.00	\$ 49.63	\$ 53.00	\$ 55.00	\$ 58.00
Public Transit Service Projections	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actual	BUDGET	BUDGET	BUDGET
Service Hours	5,821	5,388	4,060	5,400	5,400	5,400
Revenue Hours	5,245	4,828	3,575	4,755	4,755	4,755
Service Miles	47,696	37,732	33,730	44,863	44,863	44,863
Revenue Miles	42,163	35,349	18,893	25,129	25,129	25,129
Ridership	23,077	18,901	7,832	10,417	10,417	18,901
Service Costs	247,181	253,575	201,498	286,200	297,000	313,200
Fixed Cost Allocation	142,188	125,016	170,909	180,716	130,827	130,827
Total- Contracted Services	\$389,369	\$378,591	\$372,407	\$466,916	\$427,827	\$444,027
	FY19	FY20	FY21	FY22	FY 2022-23	FY 2023-24
	Actuals	Actuals	Actual	BUDGET	BUDGET	BUDGET
Revenues						
Transportation Development Act	194,052	271,238	291,583	341,300	287,500	308,700
State Transit Assistance	71,009	110,000	102,000	75,000	80,000	80,000
Federal Funds- FTA	81,800	103,044	177,053	80,000	80,000	80,000
Interest	(926)	91	266	1,000	1,000	1,000
Farebox	13,159	10,143	5,716	-	3,500	3,500
Charges for Services-Calistoga	65,000	60,000	38,125	55,000	65,000	65,000
Total Revenues	\$424,094	\$554,516	\$614,743	\$552,300	\$517,000	\$538,200
OPERATIONAL EXPENSES						
Accounting/Auditing Services	-	20	50	400	400	400
Information Technology Service	1,200	1,208	1,248	1,000	1,500	1,500
Purchased Transportation	432,811	438,451	363,576	466,900	427,800	444,000
Maintenance-Equipment	12,845	12,808	13,621	5,000	5,000	5,000
Maintenance-Software	-	-		-	18,000	18,000
Maintenance-Vehicles	-	-	-	10,000	10,000	10,000
Insurance - Premiums	15,337	15,240	36,999	15,000	15,000	15,000
Communications/Telephone	912	912	456	-	300	300
Printing & Binding	2,175	517	6,749	5,000	5,000	5,000
Fuel	25,801	23,602	14,223	30,000	30,000	35,000
Depreciation Expense	8,430	-	-	15,000	-	-
Total for: Services and Supplies	499,511	492,758	436,922	548,300	513,000	534,200
Salary/Overhead Allocation	5,180	6,600	14,210	4,000	4,000	4,000
Total for: Other Expenses	5,180	6,600	14,210	4,000	4,000	4,000
Total Expenditures	504,691	499,358	451,132	552,300	517,000	538,200
LESS Depreciation	8,430	-	-	15,000	-	-
SURPLUS/(DEFICIT)	(80,597)	55,158	163,611	-	-	-

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Wednesday, March 16, 2022

1:00 PM

REFER TO COVID-19 SPECIAL NOTICE

1. Call to Order

Vice Chair Alessio called the meeting to order at 1:36pm.

2. Roll Call

Roll call was confirmed at the preceding NVTB-TA meeting.

Director Dunbar introduced new Board Member, Director Tagliaboschi.

Leon Garcia
Chris Canning
Paul Dohring
Mark Joseph
John F. Dunbar
Belia Ramos
Geoff Ellsworth
Liz Alessio
Gary Kraus
Scott Sedgley
Joe Tagliaboschi
Non Voting:
Doug Weir
Absent:
Alfredo Pedroza

3. Adoption of the Agenda

Motion **MOVED** by **KRAUS**, **SECONDED** by **DOHRING** to **APPROVE** adoption of the agenda with Item 11.1 Closed Session continued to the next scheduled meeting. Motion moved by the following vote:

Aye: 22 - Garcia, Canning, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

Absent: 2 - Pedroza

4. Public Comment

None

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

ABAG Update

-Director Garcia reported the next scheduled meeting is March 17, 2022.

MTC Update

-Director Miller provided update of recent MTC activities

6. Director's Update

Director Miller reported:

- Award of 8.5 million dollars in grant funds for 8 electric buses and charging stations
- Committee member vacancies
- Vine Maintenance Groundbreaking event follow up
- Staff recognition

Director Dunbar asked for an Imola Corridor project update, related to the bike/pedestrian path.

8. CONSENT AGENDA ITEMS

Motion **MOVED** by SEDGLEY, **SECONDED** by JOSEPH to **APPROVE** Consent Items 8.1-8.4.

Motion carried by the following vote:

Aye: 22 - Garcia, Canning, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio,
Kraus, Sedgley, and Tagliaboschi

Absent: 2 - Pedroza

8.1 Meeting Minutes of February 16, 2022 (Laura Sanderlin) (Pages 10-14)

Attachments: [Draft Minutes](#)

8.2 AB 361 Requirements for Remote Public Meetings (DeeAnne Gillick) (Pages 15-20)

Attachments: [Staff Report](#)

8.3 Active Transportation Advisory Committee (ATAC) Member Appointments (Diana Meehan) (Pages 21-33)

Attachments: [Staff Report](#)

8.4 Citizens Advisory Committee (CAC) Member Appointment (Laura Sanderlin) (Pages 34-36)

Attachments: [Staff Report](#)

9. REGULAR AGENDA ITEMS

9.1 Resolution No. 17-06, Revised, Amending the One Bay Area Grant Cycle 2 (OBAG 2) Program to Address the Calistoga to St. Helena Vine Trail Funding Shortfall (Danielle Schmitz) (Pages 37-44)

Attachments: [Staff Report](#)

Motion **MOVED** by GARCIA, **SECONDED** by DOHRING to **APPROVE** Item 9.1, adopting Resolution 17-06, revised and commitment of funding to Green Island Road and St. Helena Main Street Pedestrian Improvements. Motion carried by the following vote:

Aye: 22 - Garcia, Canning, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Board Member Alessio, Kraus, Sedgley, and Tagliaboschi

Absent: 2 - Board Member Pedroza

9.2 Award of Construction Contract for the Napa Valley Vine Trail - St. Helena to Calistoga Project (Rebecca Schenck) (Pages 45-146)

Attachments: [Staff Report](#)

Director Joseph inquired about the alternatives.

Public comment made by Chuck McMinn.

Motion MOVED by KRAUS, SECONDED by DUNBAR to APPROVE Item 9.2, adopting of Resolution 22-11, authorizing Executive Director to make minor modifications and approve contingency amount of change order. Motion carried by the following vote:

Aye: 22 - Garcia, Canning, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Board Member Alessio, Kraus, Sedgley, and Tagliaboschi

Absent: 2 - Pedroza

9.3 Construction Management, Biologist and Archeologist, Services During Construction and Cultural Resources Monitoring and Treatment Agreement for the St Helena to Calistoga Napa Valley Vine Trail Project (Rebecca Schenck) (Pages 147-213)

Attachments: [Staff Report](#)

Director Ellsworth suggested for the Board to consider a way to highlight the cultural history of the area at its site.

Public comment made by Chuck McMinn.

Motion MOVED by ELLSWORTH, SECONDED by DOHRING to APPROVE Item 9.3, authorizing the Executive Director to execute and make minor modifications with amount limitations to Project Work order No. 21-22-CM02, 21-21-CM02, E-13 and No 22-C10. Motion carried by the following vote:

Aye: 22 - Garcia, Canning, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

Absent: 2 - Pedroza

9.4 Resolution No. 22-10 and Disposing of Non-Performing Assets (Antonio Onorato) (Pages 214-219)

Attachments: [Staff Report](#)

Motion MOVED by DUNBAR, SECONDED by GARCIA to APPROVE Item 9.4, Resolution 22-10 and declaring certain fixed assets as non-performing. Motion moved by the following vote:

Aye: 22 - Garcia, Canning, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

Absent: 2 - Pedroza

9.5 Delegated Authority Changes to NVTB Policy Manual Chapter 5: Contracting & Procurement Policy (Antonio Onorato) (Pages 220-321)

Attachments: [Staff Report](#)

Director's engaged in discussion of this item related to alternatives and budget concerns.

{Director Sedgley departed meeting}

Motion MOVED by DUNBAR, SECONDED by KRAUS to APPROVE Item 9.5 increasing the executive director's delegated signature authority dollar amount in the Contracting and Procurement Policy. Motion carried by the following vote:

Aye: 16 - Garcia, Canning, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, and Tagliaboschi

Nay: 1 - Dohring

Absent: 7 - Pedroza, and Sedgley

9.6 Federal and State Legislative Update (Kate Miller) (Pages 322-347)

Attachments: [Staff Report](#)

Motion MOVED by JOSEPH, SECONDED by GARCIA to APPROVE Item 9.6 acting on bills included on the State Bill Matrix. Motion carried by the following vote:

Aye: 17 - Garcia, Canning, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, and Tagliaboschi

Absent: 7 - Pedroza, and Sedgley

10. FUTURE AGENDA ITEMS

None

11. CLOSED SESSION

11.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))

Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6))

Authority Designated Representative: Authority Chair

Unrepresented Employee: Executive Director

Item 11.1 continued to the next regularly scheduled meeting.

12. ADJOURNMENT

13.1 Approval of Next Regular Meeting Date of April 20, 2022 and Adjournment

Vice Chair Alessio adjourned the meeting at 3:29pm.

Laura M. Sanderlin, NVTB Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

AB 361 Requirements for Remote Public Meetings

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution 22-12 making findings and declaring it intent to continue remote teleconference meetings in accordance with Government Code section 54953(e) due to the Governor's COVID-19 State of Emergency Proclamation.

EXECUTIVE SUMMARY

AB 361 allows local legislative bodies to hold remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures that warrant holding meetings remotely.

On September 27, 2021 the Napa County Executive Officer and Public Health Officer issued a recommendation that all public boards and commissions that wish to continue meeting remotely to help minimize the spread and transmission of COVID-19 be permitted to do so.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: AB 361 Requirements for Remote Public Meetings

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-12 making findings and declaring it intent to continue remote teleconference meetings in accordance with Government Code section 54953(e) due to the Governor's COVID-19 State of Emergency Proclamation.

COMMITTEE RECOMMENDATION

None

BACKGROUND

AB 361 allows local legislative bodies to hold remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures that warrant holding meetings remotely.

If the Board desires to continue to meet utilizing the relaxed teleconference meeting rules, AB 361 requires an ongoing finding every 30 days that the Board has reconsider the circumstances of the state of emergency and that the emergency continues to impact the ability to "meet safely in person," or that state or local officials continue to recommend measures to promote social distancing. Gov. Code § 54953(e)(3).

On September 27, 2021 the Napa County Executive Officer and Public Health Officer issued a recommendation that all public boards and commissions that wish to continue meeting remotely to help minimize the spread and transmission of COVID-19 be permitted to do so. This Local Order remains effective through June 30, 2022.

In response to improving conditions, Governor Newsom issued Executive Order N-04-22 on February 25, 2022, which lifted many of the provisions related to the emergency while

maintaining certain measures to support the ongoing response and recovery effort. Although a portion of the emergency provisions have been lifted the Governor's March 4, 2020 State of Emergency Proclamation as it related to the COVID-19 pandemic remains active.

NVTA staff is monitoring the status of the Governor's state of emergency proclamation, state and local orders related to social distancing, and health and safety conditions related to COVID-19, and confirm that said conditions continue to exist that warrant remote only meetings pursuant to the provisions of paragraph Government Code section 54953, subdivision (e)(3). COVID cases are decreasing and regulations are relaxing; however, there remains local and state recommendations for social distancing and remote meeting attendance and all are encouraged to isolate when not feeling well. Remote meetings allow for these precautions to be implemented. Staff recommends the Board extend the time during which it may continue to meet by teleconference without compliance with paragraph (3) of subdivision (b) of section 54953 of the Brown Act.

ALTERNATIVES

The Board could decide not to approve Resolution 22-12 which would put the NVTA Board of Director's meeting out of government compliance.

ATTACHMENT(S)

- 1) Resolution 22-12

RESOLUTION No. 22-12

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
MAKING FINDINGS REAUTHORIZING REMOTE TELECONFERENCE MEETINGS
AND DECLARING ITS INTENT TO CONTINUE REMOTE TELECONFERENCE
MEETINGS PURSUANT TO GOVERNMENT CODE SECTION 54953**

WHEREAS, the Napa Valley Transportation Authority (NVTa) is committed to preserving and nurturing public access and participation in meetings of the Board;

WHEREAS, all legislative body meetings of NVTa are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and observe the Commission conduct its business; and

WHEREAS, Governor Newsom signed AB 361, amending the Brown Act, including Government Code section 54953(e), which makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, such conditions now exist in the State, specifically, the Governor of the State of California proclaimed a state of emergency on March 4, 2020, related to the threat of COVID-19, which remains partially in effect ; and

WHEREAS, on September 27, 2021, the Napa County Executive Officer and Public Health Officer jointly recommended social distancing measures and that all boards and commissions continue meeting remotely, in whole or in part, in order to help minimize the spread and transmission of COVID-19 and its variants, and this local order remains effective through June 30, 2022; and

WHEREAS, the Board found on October 20, 2021 pursuant to Resolution 21-28 that the COVID-19 emergency has caused, and will continue to cause, conditions of peril to the safety of persons that are likely to be beyond the control of services, personnel, equipment, and facilities of NVTa, and found that meeting in person for meetings of all NVTa legislative bodies would present imminent risks to the health or safety of attendees,

and thus the Board invoked the provisions of AB 361 to allow for remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, the Board of Directors does hereby find that emergency conditions continue to persist within the County of Napa due to the COVID-19 emergency, the state of emergency continues to directly impact the ability of the members to meet safely in person, and the Governor's state of emergency proclamation, state regulations and local recommendations related to social distancing and remote meetings continue.

NOW, THEREFORE, BE IT RESOLVED THAT THE NAPA VALLEY TRANSPORTATION BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. The Board hereby finds that it has considered the state of the emergency and that meeting in person for meetings of all NVTa related legislative bodies subject to the Ralph M. Brown Act would present imminent risks to the health and safety of attendees.

3. Staff is hereby directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings of the Board and all NVTa legislative bodies in accordance with Government Code section 54953, subdivision (e) and other applicable provisions of the Brown Act for remote only teleconference meetings.

4. Staff is further directed to continue to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, the state regulations related to social distancing, and the local orders related to health and safety, and present to the Board at its next regularly scheduled meeting the related information and recommendations for remote only meetings pursuant to the provisions of paragraph Government Code section 54953, subdivision (e)(3), and to consider extending the time during which the Commission may continue to meet by teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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 April 20, 2022, by the following vote:

Alfredo Pedroza, NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution No. 22-13 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP)

STAFF RECOMMENDATION

That the NVTA Board approve Resolution No. 22-13 (Attachment 1) approving the FY 2021-22 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

EXECUTIVE SUMMARY

Napa Valley Transportation Authority (NVTA) is eligible to receive funds totaling \$391,096 in FY 2021-22 for the Low Carbon Transit Operations Program (LCTOP). These funds are disbursed on a formula basis by the California Department of Transportation (Caltrans) and on a population bases by the Metropolitan Transportation Commission (MTC). Funding is generated from Assembly Bill 32 Cap & Trade proceeds. Caltrans requires that recipients provide a board-approved resolution annually to receive the funds.

FISCAL IMPACT

NVTA will receive \$391,096 to acquire zero emission buses upon Board approval of the attached Resolution.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Roxanna Moradi, Senior Financial Analyst
(707) 259-8781 / Email: rmoradi@nvta.ca.gov
SUBJECT: Resolution No. 22-13 Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP)

RECOMMENDATION

That the NVRTA Board approve Resolution No. 22-13 (Attachment 1) for the FY 2021-22 Low Carbon Transit Operations Program (LCTOP) Zero Emission Bus project.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In 2018, the California Air Resources Board (CARB) approved the Innovative Clean Transit regulation, which requires small public transit providers, like NVRTA, with fewer than 100 buses to transition to zero-emission buses (ZEBs) beginning in June of 2023 and to reach a fully ZEB fleet by 2040. Early acquisition of zero emission buses prior to the regulation going into effect allows NVRTA to use certain fund sources to replace its existing fleet with ZEBs that would otherwise be unavailable due to policy restrictions. Those funds sources include LCTOP and Hybrid Voucher Incentive Program (HVIP) funds. This approach will significantly reduce the cost of electrifying the Vine Transit fleet.

The cost of electric buses is roughly 40 percent more than standard diesel buses, therefore, competitive fund sources and creative financing are essential to accomplish this unfunded mandate.

On March 23, 2022, the Metropolitan Transportation Commission (MTC) approved MTC Resolution No. 4273, *Revised* and adopted the FY 2021-22 Cap and Trade Low Carbon

Transit Operations Program (LCTOP). MTC allocated \$362,031 (population-based allocation) to NVTA and \$29,065 was apportioned to NVTA on the revenue formula which is overseen by Caltrans (totaling \$391,096. Caltrans requires that recipients provide an approved resolution to receive these funds each year.

Using the FY 2019-20 and FY 2020-21 LCTOP grant funds with this year's application for fleet electrification reduces the amount of local Transportation Development Act (TDA) funds that NVTA needs to commit to the project. Table 1 provides a summary of the funding plan and Table 2 shows the expenditure plan to acquire one (1) 40' electric bus.

Table 1: Funding Plan

Fund Source	Amount
LCTOP FY2019-20	299,061
LCTOP FY2020-21	167,040
LCTOP FY2021-22	391,096
ARB Hybrid Voucher Incentive Program	150,000
TDA	92,803
Total Funding	\$1,100,000

Table 2: Expenditure Plan

Capital Project	Amount
40' Battery Electric Bus	\$900,000
Upgrades & Charging Equipment	200,000
Total Expenses	\$1,100,000

ALTERNATIVES

The Board could decide not to adopt Resolution 22-13, which would result in not receiving the FY2021-22 LCTOP funds, slow the fleet electrification, and further impact the agency's other fund sources.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

LCTOP funding supplements the budget for ZEB purchases. Without this funding source, NVTA would need to use TDA funds as a local match - funding that could be used for other projects.

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

The agency Short Range Transit Plan and Countywide Transportation Plan accelerate the replacement of the diesel and gasoline vehicles with zero emission vehicles. The LCTOP funding will help the agency meet that goal.

ATTACHMENTS

(1) Resolution No. 22-13

RESOLUTION No. 22-13

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT:
NVRTA ZERO EMISSION BUS PROCUREMENT PROJECT; \$391,096**

WHEREAS, the Napa Valley Transportation Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Napa Valley Transportation Authority wishes to delegate authorization to execute these documents and any amendments thereto to Kate Miller, Executive Director; and

WHEREAS, the Napa Valley Transportation Authority wishes to implement the LCTOP project(s) listed below,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa Valley Transportation Authority agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Kate Miller, Executive Director be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Napa Valley Transportation Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY 2021-22 LCTOP funds:

(Continued to next page)

Project Name: NVTA Zero Emission Bus Procurement Project

Amount of LCTOP funds requested: \$391,096

Short description of project: NVTA will purchase one (1) new forty-foot zero-emission battery electric transit bus and procure and install related charging infrastructure.

Benefit to a Priority Population: AB 1550 Census Tracts – 6055202000, 6055201601, 6055201200, 6055200704, 6055200501, 6055200505, 6055200503 & 6055200301

Contributing Sponsors: Metropolitan Transportation Commission (MTC)

Passed and adopted the 20th day of April, 2022.

Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Agreement No. 17-15 with Kimley Horn and Associates for Architectural and Engineering Design Services to include Building Commissioning Services for the Vine Bus Maintenance Facility

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment #5 to Agreement No. 17-15 for Architectural and Engineering Services with Kimley Horn and Associates to include Building Commissioning Services for the Vine Bus Maintenance Facility.

EXECUTIVE SUMMARY

NVRTA awarded the Architectural and Engineering Services to Kimley Horn and Associates in August 2017. This will be the fourth amendment to the agreement. Amendment #5 will add Building Commissioning Services to the agreement as outlined on Exhibit A-5, attached, not to exceed \$52,500. To date, the total contract amount for Architectural and Engineering Services with Kimley Horn and Associated is \$2,647,797. With the additional \$52,500, the total contract amount will be \$2,700,297.

FISCAL IMPACT

The cost for the Vine Bus Maintenance Facility Commissioning Services is \$52,500 and will be funded with Transportation Development Act Funds and/or other sources as part of the project budget.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634/ Email: kmiller@nvta.ca.gov
SUBJECT: Agreement No. 17-15 with Kimley Horn and Associates for Architectural and Engineering Design Services to include Building Commissioning Services for the Vine Bus Maintenance Facility

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment #5 to Agreement No. 17-15 for Architectural and Engineering Services with Kimley Horn and Associates to include Building Commissioning Services for the Vine Bus Maintenance Facility.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Amendment #5 to Agreement No. 17-15 with Kimley Horn and Associates will add Building Commissioning Services to meet California Green Building Standard Code (CALGreen) Title 24, Part 11 and the 2019 California Energy Code (CEC) Title 24, Part 6, by reviewing documentation and evaluating consistency with design as well as verifying that all building systems have been tested and are functioning properly for an amount not to exceed \$52,500.

ALTERNATIVES

The NVRTA Board could delay approval of the amendment #5 but this could result in a cost increase or delay opening and using the Vine Bus Maintenance Facility.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Commissioning the Vine Bus Maintenance Facility is a necessary step to render the facility fully functioning, and the new Maintenance Facility is necessary to continue to operate the Vine Transit system efficiently and effectively.

Goal 3: Use taxpayer dollars efficiently.

Commissioning of the Vine Bus Maintenance Facility is required but it also ensures that the facility was built to the design standards and all systems are properly functioning.

ATTACHMENT

(1) Amendment #5 to Agreement No. 17-15 with Kimley Horn and Associates

**FIFTH AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA")
AGREEMENT NO. 17-15**

THIS FIFTH AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA") AGREEMENT NO. 17-15 hereinafter referred to as "FIFTH Amendment" is made and entered into as of this ____ day of _____, 2022 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVRTA"), and Kimley-Horn and Associates, Inc. whose mailing address is 555 Capitol Mall, Suite 300, Sacramento, CA 95814, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, in August 2017 NVRTA and CONTRACTOR entered into NVRTA Agreement No. 17-15 ("Agreement") for architectural and engineering design services for the future construction of the Transit Maintenance Facility, Sheehy Court, Napa, California in an amount not to exceed \$2,590,275; and

WHEREAS, the First Amendment to Agreement No. 17-15 ("First Amendment") dated October 31, 2018 amended Section 1.(a), Term of the Agreement.

WHEREAS, the Second Amendment to Agreement No. 17-15 ("Second Amendment") dated January 8, 2019 amended Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to increase the compensation an additional amount of \$19,622, with the Agreement compensation total not to exceed \$2,609,897.

WHEREAS, the Third Amendment to Agreement No. 17-15 ("Third Amendment") dated March 17, 2021 amended Section 2, Scope of Services, of the Agreement.

WHEREAS, the Fourth Amendment to Agreement No. 17-15 ("Fourth Amendment") dated April 8, 2021 amended Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to increase the compensation an additional amount of \$37,900, with the Agreement compensation total not to exceed \$2,647,797.

WHEREAS, NVRTA wishes to amend the Agreement to reflect additional services to be performed for the commissioning of the Transit Maintenance Facility, Sheehy Court, Napa, California, in order to meet the requirements under the 2019 California Green Building Standard Code ("CALGreen") Title 24, Part 11, and the 2019 California Energy Code ("CEC") Title 24, Part 6.

WHEREAS, CONTRACTOR is able to provide additional services to NVRTA in the amount of \$52,500.

TERMS

NOW, THEREFORE, the NVTa and CONTRACTOR agree to amend the Agreement as follows:

1. Section 2, Scope of Service, is amended to include additional services as described in EXHIBIT A-5 attached hereto to the Amendment. The Scope of Services in EXHIBIT A attached to the Agreement remain unchanged.
2. Section 3, Compensation, is amended to include the additional rates for the additional services at the rate set forth in EXHIBIT B-5 attached hereto the Amendment. The Compensation described in EXHIBIT B to the Agreement otherwise remains unchanged.

The maximum payments under the Agreement, together with the Amendment, shall be a total of **\$ 2,700,297** for professional services and expenses, provided however, that such amounts shall be based upon services actually rendered.

3. Except as set forth above, the terms and conditions of the Agreement, as amended in the First, Second, Third, and Fourth Amendment, remain in full force and effect as previously approved.

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

"NVTa"
Napa Valley Transportation Authority

"CONTRACTOR"
Kimley-Horn and Associates, Inc.

By _____
KATE MILLER, Executive Director

By _____
PETER MEYERHOFER, P.E.
Vice President

APPROVED AS TO FORM:

By _____
DEEANNE GILLICK
Sloan Sakai Yeung & Wong LLP
NVTa General Counsel

EXHIBIT A-5

SCOPE OF WORK

Transit Maintenance Facility – Building Commissioning

- I. **GENERAL.** NVTa requires CONTRACTOR to perform Building Commissioning services needed to meet 2019 California Green Building Standard Code (“CALGreen”) Title 24, Part 11, and the 2019 California Energy Code (“CEC”), Title 24, Part 6, as described and shall include and not limited to:

- Review of Owner Project Requirements (OPR) for clarity and completeness
- Review Basis of Design (BoD) for clarity and completeness
- Develop and implement a commissioning plan
- Verify the installations and performance of the systems to be commissioned through functional performance testing
- Verification of systems training
- Complete a summary of commissioning report
- Provide systems manual

Commissioned Systems –

- HVAC Systems & Controls
- CNG Exhaust System
- Interior/Exterior Lighting Systems
- Domestic Hot Water Systems

- II. **SCOPE OF WORK.** The following work description details the effort to be performed by the CONTRACTOR.

1. CONTRACTOR shall provide and complete the following services necessary to meet CALGreen and CEC requirements:

a. Commissioning Services

Before Construction CONTRACTOR shall:

- Identify the equipment and systems to be commissioned.
- Develop the commissioning plan.
- Prepare preliminary commissioning plan including the procedures of the commissioning process for equipment to be commissioned.
- Provide sample Owner Project Requirements and requirements for development of content by the Owner

- Review draft Owner Project Requirements and provide comments.
- Review draft Basis of Design and provide comments.

b. Construction Phase (Building Commissioning)

CONTRACTOR shall:

- Conduct initial scope meeting with commissioning team members. Team members are General Contractor (GC), Owner Representative (OR), Architect, Mechanical and Electrical Consultants, Mechanical Subcontractor (MC), Electrical Subcontractor (EC), Control Subcontractor (CC), TAB Subcontractor (TAB), Plumbing Subcontractor (PC). Submit draft commissioning plan to construction team. Explain the process to all the members, answer all the questions
- Schedule two (2) site meetings with related parties, during construction to plan, scope, coordinate, and schedule future activities and resolve issues
- Provide System Readiness Checklists
- Review contractor completed System Readiness Checklists
- Finalize the Commissioning Plan
- Prepare functional test forms based on the equipment submittals
- Provide functional test forms to subcontractors
- Before functional tests and training, the following items need to be completed and reviewed by Commissioning Agent (CA):
 - Documentation received from GC that all systems have been installed in accordance with design documents and manufacturers installation guidelines
 - Building Control System needs to be fully installed and operational
 - Final TAB report
 - Punch list items and corrections
 - O&M Manuals for each piece of equipment to be installed
 - As-Built Drawings
- Observe and witness functional testing conducted by Subcontractors.
- Prepare field reports indicating the summary of the process and non-compliance items
- Provide and maintain commissioning issues log to track commissioning deficiencies
- Prepare final commissioning report with recommendations
- Prepare systems manual
- Verify completion of training requirements

c. Equipment to be commissioned

- Exhaust Fans (including those related to CNG removal)

- Outside Air Supply Fans
- Ceiling Fans
- Variable Refrigerant Flow Indoor/Outdoor units
- Unit Heaters
- Heating Fan Coil
- Boilers and associated pumps
- Lighting Controls (daylighting and occupancy controls)
- HVAC control system
- TAB verifications
- Domestic hot water systems

Sampling will be used for similar type of equipment.

Assumptions considered are:

- Scope of work is written based on 2016 California Green Building Standards Code Title 24 Part 11 and 2016 California Energy Code Title 24 Part 6
- Scope of work based on mechanical, plumbing, and electrical permit drawings dated April 17, 2020.
- T-24 acceptance tests are not part of this scope.
- There is no equipment using renewable energy in this project.
- Both the Maintenance Building and the Operations Building will complete functional testing at the same time. If the buildings are phased, and required additional testing visits, there are additional charges.

The following will be considered as additional services and are not included in the scope of services and will require approval by NVTa prior to performance, if necessary:

- Work associated with the recommissioning of failed equipment.
- Additional site visits in excess of site visits indicated in the scope.
- Additional site visits and work associated with commissioning systems and equipment that is not ready per the schedule.
- Commissioning services associated with the PV or renewable energy systems.
- Commissioning services associated with Owners equipment.
- Commissioning of equipment or systems not outlined in "Equipment to be Commissioned" section.

III. COST. CONTRACTOR agrees to provide these additional services at a cost not to exceed \$52,500.

EXHIBIT B-5

COST SUMMARY SHEET

DESCRIPTION		AMOUNT
Agreement	PS&E Design of Transit Facility	\$2,590,275
Amendment No. 1	Term Extension	\$ - 0 -
Amendment No. 2	Redesign power supply plan and modify construction documents	\$ 19,622
Amendment No. 3	Term Extension	\$ - 0 -
Amendment No. 4	Redesign of property, facility and roof structure	\$ 37,900
Amendment No. 5 Building Commissioning		\$ 52,500
NEW TOTAL AMOUNT NOT TO EXCEED		\$2,700,297

*The maximum payment amount of not to exceed **\$2,700,297** shall not be construed as guaranteed sums and compensation shall be based upon services actually rendered.*



NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Amendment #3 to Project Work Order No. E-10 to NVRTA Agreement No. 18-20 with Kimley-Horn and Associates to provide Professional Engineering services for construction on the Imola Express Bus Improvements Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director, or designee to execute and make minor modifications to Amendment #3 to Work Order No. E-10 to NVRTA Agreement No. 18-20 with Kimley-Horn and Associates for an amount not to exceed \$50,000 to provide additional services and engineering support during construction.

EXECUTIVE SUMMARY

The NVRTA Board authorized the project specifications and estimates (PS&E) work with Kimley-Horn and Associates for a not to exceed amount of \$441,100 in March 2019. This additional scope will authorize Kimley Horn and Associates to provide design modifications necessary for the electrical infrastructure required by future electric vehicle (EV) charging stations. This amendment will also enable Kimley Horn and Associates to coordinate with Pacific Gas & Electric on electrical service modification necessary to power the EV chargers. If the Board approves this amendment the total amount available for design services for this project will be amended to \$491,100; the original not to exceed amount of \$441,000 approved in 2019, plus the \$50,000 being requested via this amendment.

FISCAL IMPACT

Is there a Fiscal Impact?	Yes, \$50,000
Is it currently budgeted?	Yes
Where is it budgeted?	TDA Funds, \$50,000



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Alberto Esqueda, Senior Program Planner
(707) 259-5976 / Email: aesqueda@nvta.ca.gov

SUBJECT: Amendment #3 to Project Work Order No. E-10 to NVRTA Agreement No. 18-20 with Kimley-Horn and Associates to provide Professional Engineering services for construction on the Imola Express Bus Improvements Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director, or designee to execute and make minor modifications to Amendment #3 to Work Order No. E-10 to NVRTA Agreement No. 18-20 with Kimley-Horn and Associates for an amount not to exceed \$50,000 to provide additional services and engineering support during construction.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVRTA completed the Vine Transit Express Bus Corridor Study in December 2017. The goal of the Express Bus Corridor Study was to evaluate existing Vine Transit express bus service and make operational and capital improvement recommendations to enhance system performance. The study found that installing a northbound and southbound bus stop on the highway ramps at the park and ride lot on SR 29/Imola Avenue would result in major timesaving for the express bus system. The improvements would result in significantly reduced travel times to and from El Cerrito Del Norte BART station by avoiding deviating through the City of Napa to access the Sossol Gateway Transit Center. The study also showed that NVRTA could save an estimated \$31,000 in annual operating costs by instituting this change and consequently NVRTA pursued Express Bus Improvements at the SR 29 and Imola Avenue park and ride lot.

Improvements to the SR 29 ramps at Imola Avenue and direct pedestrian access to the ramps will make it both accessible to users of the Vine Express Bus and easier for Vine buses to board and alight passengers. The project will include upgrades to the lot including repaving, lighting, landscaping, amenities for cyclists and electric vehicle charging stations.

On March 20, 2019, the NVRTA Board awarded Project Work Order No. E-10 to Kimley-Horn and Associates, Inc. (KHA) for the Imola Avenue Park and Ride Environmental Design in an amount not to exceed \$441,100. Since then, NVRTA staff has been working with KHA and Caltrans to advance the design phase of the project; 100% design was achieved in July 2021. NVRTA released the Invitation for Bids (IFB) on July 21, 2021. The NVRTA Board awarded the contract at its August 2021 meeting; and construction began January 2022.

The park and ride is located within the City of Napa, but owned by the California Department of Transportation (Caltrans.) Because Caltrans is the owner they need to review the entire design package, which needs to be developed per Caltrans' specification and multiple iterations are usually necessary to receive approval from all Caltrans department, including headquarters. Currently the park and ride lot is under construction, the parking lot has been demolished and the contractor, O.C. Jones & sons are awaiting approval on this order to trench the future parking lot and install conduit to each of the future parking stalls.

To date, NVRTA has amended the agreement as follows:

- Amendment #1 issued July 2020 for contract term extension to June 30, 2023 without to be additional funds to the contract; the Work Order total remained in the original amount of \$400, 929.11
- Amendment #2 issued March 2022 for additional services needed for Tasks 6 in the amount of \$20,343.50; new Work Order total \$421,272.61

This amendment, Amendment #3, will authorize KHA to provide additional services needed for design modifications necessary for the design of electrical infrastructure for future electric vehicle (EV) charging station. This amendment will also enable KHA to coordinate with PGE on potential electrical service modification necessary to power the EV chargers. If the Board approves this amendment the total amount available for this project would be \$491,100, the original Not to Exceed amount of \$441,000 approved in 2019, plus the \$50,000 being requested via this amendment.

ALTERNATIVES

The board could decide not to approve the additional work and staff would either need to proceed with a request for proposal to identify another design team or terminate the contract and not proceed with the EV charger electrification element of the project. This alternative option would eventually cost the Agency additional funds since Governor Newsom has signed an Executive Order to end the sale of internal combustion passenger vehicles by 2035 and the Agency would have to demolish pavement currently being poured to install future EV charging stations.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The project will greatly improve express bus operations and therefore enhance transportation for all members of the community.

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

The addition of bus stops on the on/off ramps will reduce mobile emissions and the EV chargers will encourage EV use.

Goal 6: Prioritize the maintenance and rehabilitation of the existing system.

Constructing the improvements at the Imola Park and Ride rehabilitates and maintains the existing transportation system in a state of good repair.

ATTACHMENT

(1) Draft Amendment #3 to Project Work Order No. E-10

**PROJECT WORK ORDER NO. E-10
ON-CALL A/E & PROJECT DELIVERY SERVICES**

PROJECT NAME: Imola Avenue and State Route 29 Express Bus Improvements - ENVIRONMENTAL DETERMINATION AND ENGINEERING DESIGN SERVICES

PROJECT MANAGER: Alberto Esqueda, Senior Program Planner/Administrator,
T 707.259.5976, aesqueda@nvtca.ca.gov

CONSULTANT DESIGNATED TEAM MEMBERS:

- KIMLEY-HORN AND ASSOCIATES, Staff; and
- Sub-consultants: RSA+, Parisi and Parikh, Staff as described in EXHIBIT A of the Project Work Order.

SCOPE OF SERVICE: Provide professional engineering design and environmental services as described in the scope of services of the Project Work Order ((April 2019) – see EXHIBIT A, EXHIBIT A-1 of Amendment #1 (July 2021), and EXHIBIT A-2 of Amendment #2 (March 2022) for the Imola Avenue and State Route 29 Express Bus Improvements project.

- ***WHEREAS NVT A REQUIRES ADDITIONAL SERVICES TO BE PERFORMED BY THE CONTRACTOR UNDER EXHIBIT A, A-1, AND A-2 OF THE PROJECT WORK ORDER AS DESCRIBED IN EXHIBIT A-3 ATTACHED; AND***
- ***WHEREAS CONTRACTOR IS ABLE TO PROVIDE THE DESCRIBED SERVICES AT AN ADDITIONAL COST TO NVT A IN THE AMOUNT OF \$27,000 AS PER COST PROPOSAL ATTACHED IN B-3; AND***
- ***WHEREAS PROJECT WORK ORDER IS HEREBY AMENDED TO INCLUDE THE ADDITIONAL SERVICE PERFORMANCE BY THE CONTRACTOR AT THE ADDITIONAL AMOUNT OF \$27,000 AND THE AGREEMENT NOT-TO-EXCEED TOTAL AMOUNT OF THE PROJECT IS AMENDED TO \$448,272.61.***

START DATE: APRIL 1, 2019

COMPLETION DATE: JUNE 30, 2022 (A#1)

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$421,272.61 (A#2)

NEW NTE AMOUNT FOR THIS PROJECT: \$448,272.61

CHARGE NUMBER FOR PAYMENT: CMA 8301001 52310 CMA_PLAN_PRGMS **CIP #22304**

TERMS AND CONDITIONS: This Amendment No. 3 to 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 the Project Work Order.

NVT A

CONTRACTOR:
Kimley-Horn and Associates

By: KATE MILLER, Executive Director

By: PETER MEYERHOFER, Senior Associate

Approved as to Form	
By:	_____
	NVT A General Counsel
Date:	_____

EXHIBIT A-3

SCOPE OF WORK

CONTRACTOR shall perform additional EV charging infrastructure design and drawings to the existing project scope during the construction phase of the project as described under the tasks/deliverables of the Project Work Order (EXHIBIT A), Amendment No. 1 (EXHIBIT A-1) and Amendment No.2 (EXHIBIT A-2), as follows:

TASK 7 EV CHARGE STATION SITE VISIT

The CONTRACTOR SHALL attend one (1) site visit in coordination with the electric utility, PG&E. The site visit will consist of reviewing any existing as-built drawings against the current field conditions, the existing electrical loading, photographing the site, and confirming the proposed electric vehicle charger locations, and accessible electrical utility tie-on points. During the site visit, the CONTRACTOR shall also identify and locate above ground features to update the site plan sheets.

TASK 8 EV CHARGER CONSTRUCTION DRAWING PACKAGE

The CONTRACTOR shall develop a final engineering construction drawing package and sheet specifications for permitting for the following site: Imola Park-and-Ride, 954 Golden Gate Dr, Napa, CA 94558. The construction drawing package will include eight (8) new Level 2 commercial charging stations, as well as conduit infrastructure for a future build out for up to 40 charging locations including two (2) accessible parking locations and one (1) light duty vehicle parking location, a new 50-kVA PG&E service and service entrance to serve the eight (8) proposed chargers. The basis of design charging equipment for this project shall be the ChargePoint CT4000 series Level 2 charging station. CONTRACTOR will perform electrical calculations assuming the typical charger will be dual port, bollard mount, standard power share with wireless communications. CONTRACTOR shall provide design for a conduit ductbank for wired communications in addition to the power conduit ductbank. CONTRACTOR will provide load summary sheets to PG&E for coordination purposes and notify the client of impacts to the project schedule and design due to PG&E requirements and lead times. CONTRACTOR will submit the construction drawing package to NVTa for review and comment at the 90% completion level. The CONTRACTOR will resolve and incorporate all comments from the 90% review into the final 100% submittal. The construction drawing package will be signed and sealed by a registered professional in the State of California and will include:

- Cover Sheet using the NVTa standard template
- Electrical General Notes, Legend, and Abbreviations

- Project Sheet Specifications (anticipate one (1) sheet)
- Electrical Demolition Plan (anticipate one (1) sheet at 1" = 20' scale)
- Electrical Site Plan (anticipate one (1) sheet at 1" = 20' scale) to include equipment locations, and conduit and feeder routing.
- Electrical Details to include single line diagram, load calculations, conduit trench details, panel schedules, and charger cut sheets (anticipate two (2) sheets) Structural Details and Calculations Package to include charger concrete pads and concrete cross sections (anticipate one (1) sheet).

TASK 9 EV CHARGING ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

The CONTRACTOR will provide an opinion of probable construction cost (OPCC) for the improvements indicated in Task 8 and coordinate with PG&E to determine the likely cost for the utility distribution system to support the additional load. For the purposes of this task, CONTRACTOR understands that there are two utility circuits within a serviceable proximity to the site, both of which have capacity limits in the range of 50kVA and that the EV Charging improvements will likely require an upgrade to one of these circuits. In addition to the effort to develop the OPCC, CONTRACTOR anticipates up to four (4) hours of coordination with PG&E.

Services, including but not limited to the following, are not included in this Agreement:

- Additional site visits exceeding one (1)
- Grading or drainage services
- Equipment testing, load testing, and equipment commissioning services
- City/Caltrans permitting process services
- Geotech services
- Surveying
- Other services not defined in this Scope of Services

CONTRACTOR must obtain NVTAs approval prior to performing any additional services and/or tasks not listed in the scope of work.

CONTRACTOR's cost proposal and for the additional to be provided are attached in EXHIBIT B-3.

AMENDMENT #3

EXHIBIT B-3

FEE SCHEDULE

(Revised)

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Additional services to be performed under Task 7, Task 8, and Task 9 for Construction Phase Services of the project as described in EXHIBIT A-3 and CONTRACTOR'S cost proposal.	\$ 27,000.00
<u>PRIOR WORK ORDER NTE AMOUNT</u>	<u>\$421,272.61</u>
TOTAL NEW NOT-TO-EXCEED	\$448,272.61

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBITs A, A-1, A-2, and A-3 shall not exceed \$448,272.61.

Maximum payments under this Agreement shall not be construed as a guaranteed sum.

Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of tasks/deliverables listed, amounts not to exceed tasks/deliverable totals.



DESCRIPTION		AMOUNT
<i>CONSTRUCTION DRAWING PACKAGE – EV CHARGING STATIONS</i>		
Task 7	EV Chargers Site Visit	\$2,700
Task 8	EV Chargers Construction Drawing Package	\$22,500
Task 9	EV Chargers Opinion of Probable Construction Cost	\$1,800
		Total NTE: \$27,000



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

State Route (SR) 29 Project Initiation Document (PID) Work Order Increase

STAFF RECOMMENDATION

That the Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 3 for Work Order E-11 with GHD for work associated with the SR 29 PID.

EXECUTIVE SUMMARY

Napa Valley Transportation Authority (NVRTA) contracted with GHD in 2019 to complete work for the SR 29 Comprehensive Multimodal Corridor Plan (CMCP) and the Project Initiation Document (PID). The SR 29 CMCP was completed in 2020 and the PID document is now in its final draft and has been circulated to Caltrans for review and comment. Caltrans is requesting a Right of Way Impacts Assessment and Cost Estimation Report be completed as part of the PID phase. The right-of-way work is not in the current scope or budget. The additional work is \$24,674 dollars and will exceed the current contract limit by \$9,171 dollars. GHD has acknowledged this has been standard practice lately for Caltrans to request this level of right-of-way documentation as part of the PID.

FISCAL IMPACT

Yes, this will increase the contract by \$9,197 dollars.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director, Capital Development and Planning
(707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: State Route 29 Project Initiation Document (PID)

RECOMMENDATION

That the NVTA Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 3 for Work Order E-11 with GHD for work associated with the SR 29 PID.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In 2019 NVTA contracted with GHD to complete the SR 29 Comprehensive Multimodal Corridor Plan (CMCP) and Project Initiation Document (PID) document. The CMCP was completed in May 2020 and allowed NVTA to be successful in securing funds through the SB 1 Solutions for Congested Corridor Grant for Soscol Junction.

The second objective of Work Order E-11 was the SR 29 PID through American Canyon between Napa Junction Road and American Canyon Road. The PID preparation is a document required by Caltrans' latest Project Development Procedures Manual and outlines the scope, cost and schedule for the project. The PID is in the final stages and should be ready for approval by Caltrans in May.

Since there are so many parcels along the American Canyon stretch of SR 29 corridor, Caltrans is requesting a Right-of-Way Impacts Assessment and Cost Estimation Worksheet be completed as part of the PID. This work was not originally scoped and will cause GHD's contract to exceed the not to exceed amount by \$9,171 dollars. Therefore staff is requesting the Board approve amendment No. 3 to increase the budget and scope.

Once Caltrans approves the PID document, NVTa can begin the environmental phase of the project when new funding

ALTERNATIVES

The Board could reject increasing the contract amount and scope of work for the right-of-way work, which may result in an uncertified PID document and project delay.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Goal 2: Improve system safety in order to support all modes and serve all users.

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

The SR 29 multimodal and operational improvements will provide complete streets improvements and encourage walking and cycling that will better serve low income communities, reduce auto use and decrease greenhouse gas emissions.

ATTACHMENTS

(1) Amendment No. 3 Work Order E-11 with GHD

PROJECT WORK ORDER NO. E-11 AMENDMENT #3
ON-CALL A/E & PROJECT DELIVERY SERVICES

PROJECT NAME: State Route 29 Comprehensive Multimodal Corridor Plan and
Project Initiation Document for State Route 29 through American Canyon

PROJECT MANAGER: Danielle Schmitz, Director - Capital Development & Planning,
dschmitz@nvta.ca.gov or 707.259.5968

CONSULTANT DESIGNATED TEAM MEMBERS:

- GHD COMPANY, Staff; and
- Subconsultants: Interwest, Staff as described in EXHIBIT A of the Master Agreement

SCOPE OF SERVICE: Professional services to provide the Planning and Project Initiation Document (PID) as described in the scope of services of the Project Work Order (May 2019) in EXHIBIT A, EXHIBIT A-1 (Amendment #1 - July 2021), and EXHIBIT A-2 (Amendment #2 - October 2021) for the State Route 29 through City of American Canyon project.

- ***WHEREAS THE BUDGET AND PROJECT NTE AMOUNT OF \$645,000 HAS BEEN EXHAUSTED;***
- ***WHEREAS NVTA REQUIRES CONTINUED SERVICES TO BE PERFORMED UNDER SECTION II - PID, TASK 6, SCOPE OF WORK OF THE PROJECT WORK ORDER AS DESCRIBED IN EXHIBIT A-3 OF AMENDMENT #3 ATTACHED; AND***
- ***WHEREAS CONTRACTOR IS ABLE TO PROVIDE SERVICES AS DESCRIBED IN EXHIBIT A-3 AT AN ADDITIONAL COST TO NVTA IN THE AMOUNT OF \$24,674 AS PER COST PROPOSAL ATTACHED IN EXHIBIT B-3; AND***
- ***WHEREAS PROJECT WORK ORDER IS HEREBY AMENDED TO INCLUDE THE ADDITIONAL SERVICE PERFORMANCE BY THE CONTRACTOR AT THE ADDITIONAL AMOUNT OF \$24,676 AND THE AGREEMENT NOT-TO-EXCEED TOTAL AMOUNT OF THE PROJECT IS AMENDED TO \$654,173.***

START DATE: APRIL 17, 2019

COMPLETION DATE: JUNE 30, 2022 (A-1)

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$629,497 (A#2)

NEW NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$654,173

CHARGE NUMBER FOR PAYMENT: CMA/TDA 8301001 52310 CMA_PLAN_PRGMS SR29_AMCAN

TERMS AND CONDITIONS: This Amendment No. 3 to 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 MARCH 21, 2018, which terms are hereby incorporated and made part of the Project Work Order.

[SIGNATURE PAGE TO FOLLOW]

NVTA

By: _____
KATE MILLER, Executive Director

Date: _____

GHD Company

By: _____
KAMESH VEDULA, PE TE
Principal in Charge

Date: _____

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

EXHIBIT A-3

SCOPE OF WORK

CONTRACTOR shall perform additional special services, such as Right of Way studies and reporting, to the existing project scope of work as described under the tasks/deliverables Section II – PID, Task 6, of the Project Work Order (EXHIBIT A), Amendment No. 1 (EXHIBIT A-1), and Amendment No. 2 (EXHIBIT A-2), as follows:

SECTION II – PID

TASK 6 PROJECT STUDY REPORT / PROJECT

A. Complete Right of Way Cost Estimate for Two (2) Alternatives

- Review proposed Right of Way design, applicable environmental document and general project impacts.
- Quantify Right of Way requirements for each parcel area.
- Setup customized cost spreadsheet with specific parcel detail.
- Complete a site inspection on the project area and document impacts to each parcel, limiting conditions, impacts to utilities and any hazardous waste concerns.
- Document any potential displacements and determine costs.
- Complete a market assessment, gather data on land values, real estate inflation rates, condemnation rates and possible damages.
- Compute costs by applying values to estimate parameters and other line items, including damages and property improvements, etc.
- Pay attention to inflation, uncertainty, and risk.
- Input data into a cost spreadsheet and include applicable assumptions impacting value determination.
- Determine proper escalation rates based on the proposed project schedule.

B. Complete Caltrans Conceptual Cost Estimates (CCE) forms

- Gather utility information, railroad impacts and cost estimates from applicable stakeholders.
- Input data into CCEs. All statistical data will include accessible supporting documentation.
- Input any railroad and utility information as applicable to the project.
- Provide stakeholders with the draft CCEs for review and comment.
- Make any necessary revisions, as directed by Caltrans and NVT A.

Deliverables:

- Right of Way cost estimates
- Caltrans Conceptual Cost Estimate forms

CONTRACTOR shall not perform any additional services and/or tasks as outlined in EXHIBIT A, A-1, A-2, and A-3 without prior approval by NVTA.

CONTRACTOR's cost proposal and for the additional services to be provided are attached in EXHIBIT B-3.

EXHIBIT B-3**COST SHEET / FEE SCHEDULE**
(Revised)

SECTION I - SR 29 Comprehensive Multimodal Corridor Plan		
Task No.	Description	Fee
TASK 1	Project Start Up and Kick-Off Meeting	\$ 26,387
TASK 2	Ongoing Stakeholder and Community Outreach	\$ 60,997
TASK 3	Development Plan Concepts	\$ 151,564
TASK 4	Final Plan Preparation and Public Meeting	\$ 32,119
TASK 5	Other Costs/Expenses	\$ 8,955
SUBTOTAL		\$ 280,022

SECTION II - Project Initiation Document		
Task No.	Description	Fee
TASK 1	Project Management, Coordination and Quality Control	\$ 76,300
	-Virtual Public Meeting (A-2)	\$ 9,676
TASK 2	Preliminary Research/Data Collection and Base Mapping	\$ 37,862
TASK 3	Purpose and Need Project Information Form	\$ 7,423
TASK 4	Traffic Study - Intersection Control Evaluation (ICE) Step 1	\$ 63,652
TASK 5	Alternatives Development and Analysis	\$ 97,066
TASK 6	Project Study Report/Project Development Support (PSR-PDS)	\$ 48,996
	A. & B. ROW Cost Estimate and CCE Forms	\$ 24,674
	Other Costs/Expenses	\$ 8,500
SUBTOTAL		\$ 374,149


TOTAL \$ 654,173

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBITS A, A-1, A-2, and A-3 shall not exceed \$654,173.

Maximum payments under this Agreement shall not be construed as a guaranteed sum.

Subject to Agreement, CONTRACTOR shall periodically invoice NVTa based on progress towards completion of tasks/deliverables listed, amounts not to exceed tasks/deliverable totals.

GHD Cost Proposal

<div></div>						GHD								
		Kamesh Vedula	Lindsey Van Parys	Professional (Engr)	Jennifer Richards	GHD Total Hours	GHD Total Subtask Cost	GHD Total Cost	Interwest	Markup	Total Subtask Cost	Total Project Cost		
		Principle-in-Charge	Project Manager	Design Engineer	Project Analyst									
Task Description		\$ 263	\$ 243	\$ 163	\$ 127				Total Cost	0%				
Task 6 Project Study Report /Project								\$ 3,124			\$ 24,674			
	Project Management & Coordination	1	4		4	9	\$ 1,743		\$ 3,780	\$ -	\$ 5,523			
	Right of Way Acquisition Data Sheet		1	2		3	\$ 569		\$ 9,720	\$ -	\$ 10,289			
	Market Analysis						\$ -		\$ 5,650	\$ -	\$ 5,650			
	Right of Way CCE Forms (Alternative 1 & 2)		2	2		4	\$ 812		\$ 2,400	\$ -	\$ 3,212			
Total Hours		1	7	4	4	16								
		263	1,701	652	508		3,124		21,550	-	24,674	24,674		
		\$	\$	\$	\$		\$		\$	\$	\$	\$		



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Transportation Fund for Clean Air (TFCA) Program Manager Fund Call for Projects
Fiscal Years Ending (FYE) in 2023-2025

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board open a call for projects for
Transportation Fund for Clean Air (TFCA) Program Manager Funds for Fiscal Years
Ending (FYE) 2023-2025.

EXECUTIVE SUMMARY

Napa County has approximately \$584,872 in TFCA Program Manager Funds for FYE 2023-2025. This amount includes \$192,664 for projects in FYE 2023 and \$12,208 for Administration costs in the Board approved Expenditure Plan submitted to the Air District in March. It is projected that there will be \$190,000 available for FYE 2024 and 2025.

Staff is proposing to open a call for projects for TFCA FYE 2023 - 2025. Qualifying multi-year projects must be submitted to the Air District no later than August 1, 2022. Projects not applying multi-year funding must be submitted to the Air District no later than November 1, 2022.

FISCAL IMPACT

Yes, approximately \$584,872 in TFCA Program Manager Funds for FYE 2023-2025



April 20, 2022
Board Agenda Item 8.7
Continued From: New
Action Requested: Action

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Senior Planner
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Transportation Fund for Clean Air (TFCA) Program Manager Fund
Call for Projects Fiscal Years Ending (FYE) in 2023-2025

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board open a call for projects for Transportation Fund for Clean Air (TFCA) Program Manager Funds for Fiscal Years Ending (FYE) 2023-2025.

COMMITTEE RECOMMENDATION

The Technical Advisory Committee (TAC) recommended that the NVRTA Board open a call for projects for TFCA Program Manager Funds for FYE 2023-2025

BACKGROUND

The purpose of the TFCA program is to provide grants to implement the most cost-effective projects in the Bay Area that will decrease motor vehicle emissions, and thereby improve air quality. Forty percent of the Department of Motor Vehicle (DMV) funds generated in Napa are returned to the NVRTA for distribution to local projects. The remaining sixty percent is allocated by the Bay Area Air Quality Management District (BAAQMD) under the Regional Program. Projects must have an air quality benefit and be cost effective.

Annually, the NVRTA adopts a list of projects for the TFCA Program Manager funds. NVRTA receives roughly \$190,000 each year in DMV revenues. Six and one quarter percent (6.25%) of the revenues can be used for administration of the program.

On February 17, 2021 the NVTB Board approved the TFCA expenditure plan and opened a 3-year call for projects for FYE 2022-2024, which closed on March 19, 2021. Only one project was submitted by the City of Napa for FYE 2022, no projects were submitted for FYE 2023 or FYE 2024. In October 2021 the NVTB Board programmed the remaining portion of the 2022 TFCA funds to the City of St. Helena's Main Street Pedestrian Improvements project.

New policy guidance in the TFCA FYE 2023 program (Attachment 1, page 11) now allows funding a single project from multiple funding cycles (up to three years), provided it meets required cost-effectiveness thresholds. This will allow funding larger projects using TFCA program manager funds. Multi-year funded projects must be submitted to the Air District no later than three months after the Air District Board Expenditure Plan Approval. Estimated program fund amounts for FYE 2023-2025 are shown in Table 1 below.

TABLE 1: Three-year Cycle FYE 2023-2025 Program Manager Funds (Estimated)

FYE 2023 and 2024 TFCA Program Expenditures	Amount
Administration Costs for FYE 2023	\$12,208
FYE 2023 Project Funds	\$192,664
FYE 2024 Estimated Program Project Funds	\$190,000
FYE 2025 Estimated Program Project Funds	\$190,000
TOTAL	\$584,872

The TFCA program can fund a wide range of project types, including the construction of new bicycle lanes; shuttle and feeder bus services to mass transit; ridesharing programs to encourage carpool and transit use; bicycle facility improvements such as bicycle racks and lockers; electric vehicles and electric vehicle infrastructure; and arterial management projects that reduce traffic congestion such as signal interconnect projects.

If FYE 2024 and 2025 program revenues are lower than expected, project funding may be reduced proportionately. If the project revenues come in higher than expected, additional revenue could be available to the projects.

Staff is recommending call for projects be opened by the NVTB Board for TFCA program manager funds FYE 2023-2025. The proposed timeline for this three-year cycle is shown in TABLE 2 below.

TABLE 2: TFCA FYE 2023-2025 Proposed Timeline

ITEM	DATE
TFCA Program Review - TAC	April 7, 2022
TFCA Call for Projects for FYE 2023-2025 - NVTA Board	April 20, 2022
Project Applications Due to NVTA	May 20, 2022
Staff and Air District Review	June 10, 2022
TFCA Program of Projects FYE 2023-25 - TAC Recommendation	July 7, 2022
TFCA Program of Projects FYE 2023-25 NVTA Board	July 20, 2022
Submit TFCA Program of Projects FYE 2023-25 to Air District	August 1, 2022

APPLICATIONS

Applications are due Friday, May 20 by 5:00 PM. The application must consist of a completed Project Information Form with a detailed project description and a completed project cost effectiveness worksheet.

Basic Eligibility

1. Reduction of emissions
2. TFCA cost-effectiveness
3. Eligible recipients
4. Consistent with existing plans and programs
5. Public agencies applying on behalf of non-public Entities

TFCA Project Eligibility

1. Bicycle Facility Improvements
2. Arterial Management
3. Transit or Vanpool Incentive Programs
4. Shuttle/Vanpool Feeder Program

ALTERNATIVES

The Board could choose not to open the FYE 2023-2025 Call for Projects and TFCA Program Manager funds could be reallocated to projects in another county.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The TFCA Program Manager Funds provide an opportunity to fund sustainable transportation projects, such as bicycle and pedestrian projects, clean vehicles and vehicle charging infrastructure or shuttle projects to serve a wide variety of local transportation needs.

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

The TFCA funded projects improve air quality and reduce traffic congestion by providing sustainable transportation options throughout the region.

ATTACHMENT

(1) TFCA Program Manager Funds FYE 2023 Guidance



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

County Program Manager Fund Expenditure Plan Guidance For Fiscal Year Ending 2023

Transportation Fund for Clean Air



Bay Area Air Quality Management District
375 Beale Street, Suite 600, San Francisco, CA 94105
Issued December 2021

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Transportation Fund for Clean Air (TFCA)

Vehicle emissions represent the largest contributor to unhealthful levels of ozone (summertime "smog") and particulate matter and on-road motor vehicles, including cars, trucks, and buses, constitute the most significant sources of air pollution in the Bay Area.

To protect public health, the California State Legislature enacted the California Clean Air Act in 1988. Pursuant to this law, the Bay Area Air Quality Management District (Air District) has adopted the [2017 Clean Air Plan \(CAP\)](#), which describes how the region will work toward compliance with State and Federal ambient air quality standards and make progress on climate protection. To reduce emissions from motor vehicles, the 2017 CAP includes transportation control measures (TCMs) and mobile source measures (MSMs). A TCM is defined as "any strategy to reduce vehicle trips, vehicle use, vehicle miles traveled, vehicle idling, or traffic congestion for the purpose of reducing motor vehicle emissions." MSMs encourage the retirement of older, more polluting vehicles and the introduction of newer, less polluting motor vehicle technologies.

In 1991, the California State Legislature authorized the Air District to impose a \$4 surcharge on motor vehicles registered within the Bay Area to fund projects of TCMs and MSMs. The Air District allocates this revenue through its Transportation Fund for Clean Air (TFCA) program to fund eligible projects and programs. The statutory authority and requirements of the TFCA program are set forth in California Health and Safety Code (HSC) Sections 44241 and 44242.

TFCA-funded projects have many benefits, for example:

- ✓ Reducing air pollution, including air toxics such as benzene and diesel particulates
- ✓ Conserving energy and helping to reduce greenhouse gas emissions
- ✓ Improving water quality by decreasing contaminated runoff from roadways
- ✓ Improving transportation options
- ✓ Reducing traffic congestion

Forty percent (40%) of these TFCA funds are pass-through funds to the designated county program manager in each of the nine counties within the Air District's jurisdiction based on the county's proportionate share of fee-paid vehicle registration ("County Program Manager Fund"). The remaining sixty percent (60%) of these funds are awarded by the Air District to eligible projects and programs implemented directly by the Air District and to a grant program known as the Regional Fund.

This document provides guidance on the expenditure of the TFCA County Program Manager Fund.

Updates from Fiscal Year Ending (FYE) 2022 to FYE 2023

Air District staff brings updates to the TFCA County Program Manager Fund Policies for Board approval annually. Based on feedback and comments received during the public comment period, the following updates have been made:

- Increased cost-effectiveness (C/E) threshold (provided more flexibility) in policy #2 for Infrastructure Improvements for Trip Reduction.
- Renamed “Shuttle/Feeder Bus Service” to “First- and Last-Mile Connections” for clarification that services aren’t limited to only shuttles or buses.
- Minor language updated in policy #17 for project extension requirements and in policy #34 for clarification purpose.
- Clarified that vehicle projects that both scrap and replace a vehicle are eligible for additional TFCA funding.
- Under the Alternative Fuel Heavy-Duty Trucks and Buses category, increased the percentage of project costs that are eligible for reimbursement for School Bus projects from 90% to 100%.
- Added Regional Active Transportation Plan, a pending update to the Metropolitan Transportation Commission’s Regional Bicycle Plan, as an eligible support document for bicycle projects.

Bay Area County Program Manager Liaisons

County	Contact	Email
Alameda	Jacki Taylor	jtaylor@alamedactc.org
Contra Costa	Peter Engel	pengel@ccta.net
Marin	Scott McDonald	SMcDonald@tam.ca.gov
Napa	Diana Meehan	dmeehan@nvta.ca.gov
Santa Clara	William Hough	William.Hough@vta.org
San Francisco	Mike Pickford	mike.pickford@sfcta.org
San Mateo	Kim Wever	kwever@smcgov.org
Solano	Brent Rosenwald	brosenwald@sta.ca.gov
Sonoma	Dana Turr�y	dana.turrey@scta.ca.gov

TFCA County Program Manager Fund

Roles and Responsibilities

County Program Managers are required to do the following:

1. Administer funding in accordance with applicable legislation, including HSC Sections 44233, 44241, and 44242, and with Air District Board-Adopted TFCA County Program Manager Fund Policies for FYE 2022 (found in Appendix D).
2. Hold one or more public meetings each year
 - a. to adopt criteria for the expenditure of the funds if those criteria have been modified in any way from the previous year (criteria must include the Air District Board-Approved TFCA County Program Manager Fund Policies)¹, and
 - b. to review the expenditure of revenues received.
3. Prepare and submit Expenditure Plan Applications, Project Information Forms, Cost-Effectiveness Worksheets, Funding Status Reports, Interim Project Reports, and Final Reports to the Air District.
4. Provide funds to only projects that comply with the Air District Board-Approved Policies and/or that have received Air District Board of Director's approval for award.
5. Encumber and expend funds within two years of the receipt of funds, unless an application for funds states that the project will take a longer period of time to implement and an extension is approved in writing by the Air District or the County Program Manager, or unless the time is subsequently extended if the recipient requests an extension and the County Program Manager finds that significant progress has been made on the project. The County Program Manager is responsible for tracking and monitoring its administrative costs and Project Sponsors' reimbursement costs. All costs incurred must be based on actual costs (e.g., timecards) and not estimated costs.
6. Limit administrative costs in handling of TFCA funds to no more than 6.25 percent of the actual funds received, or funds allocated in the funding agreement, whichever method the County Program Manager has historically administered.
7. Allocate (i.e., program) all new TFCA funds within six months of the date of the Air District Board of Director's approval of the Expenditure Plan.
8. Provide information to the Air District and to auditors on the expenditures of TFCA funds.

Air District is required to do the following:

1. Hold a public hearing to
 - a. Adopt cost-effectiveness criteria that projects and programs are required to meet. Criteria shall maximize emission reductions and public health benefits; and
 - b. Allocate County Program Managers' share of DMV fee revenues.
2. Provide guidance, offer technical support, and hold workshops on program requirements, including cost-effectiveness.
3. Review Expenditure Plan Applications, Cost-Effectiveness Worksheets, Project Information Forms, Funding Status Reports, Interim Project Reports, and Final Reports.

¹ California Senate Bill 491. *Transportation: omnibus bill*. Retrieved from <https://leginfo.legislature.ca.gov/>. Approved by Governor on October 2, 2015.

4. Re-distribute unallocated TFCA funds from the County Program Manager Fund.
5. Limit TFCA administrative costs to a maximum of 6.25 percent of the County Program Manager funds.
6. Conduct audits of TFCA programs and projects.
7. Hold a public hearing in the case of any misappropriation of revenue.

Eligible TFCA Project Types²

TFCA legislation requires that projects meet eligibility requirements, as described in the California HSC Section 44241. The following is a complete list of mobile source and transportation control project types authorized under the California HSC Section 44241(b):

1. The implementation of ridesharing programs;
2. The purchase or lease of clean fuel buses for school districts and transit operators;
3. The provision of local feeder bus or shuttle service to rail and ferry stations and to airports;
4. Implementation and maintenance of local arterial traffic management, including, but not limited to, signal timing, transit signal preemption, bus stop relocation and "smart streets";
5. Implementation of rail-bus integration and regional transit information systems;
6. Implementation of demonstration projects in telecommuting and in congestion pricing of highways, bridges, and public transit;
7. Implementation of vehicle-based projects to reduce mobile source emissions, including, but not limited to, engine repowers, engine retrofits, fleet modernization, alternative fuels, and advanced technology demonstrations;
8. Implementation of a smoking vehicles program;
9. Implementation of an automobile buy-back scrappage program operated by a governmental agency;
10. Implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program; and
11. The design and construction by local public agencies of physical improvements that support development projects and that achieve motor vehicle emission reductions. The projects and the physical improvements shall be identified in an approved area-specific plan, redevelopment plan, general plan, or other similar plan.

TFCA funds may not be used for:

- *Planning activities that are not directly related to the implementation of a specific project; or*
- *The purchase of personal computing equipment for an individual's home use.*

Attributes of Cost-Effective Projects

- ✓ Project uses the best available technology or cleanest vehicle (e.g., achieves significant petroleum reduction, utilizes vehicles that have 2010 or newer engines, is not a Family Emission Limit (FEL) engine, and/or have zero tailpipe emissions).
- ✓ Project is placed into service within one year and/or significantly in advance of regulatory changes (e.g., lower engine emission standards).

² Projects must also comply with the Board-adopted County Program Manager Policies found in Appendix D.

- ✓ Project requests relatively low amounts of TFCA funds (Project Sponsor provides significant matching funds).
- ✓ The following are additional attributes of cost-effective projects for specific project categories:
 - For vehicle trip reduction projects (e.g., bike facilities, First- and Last-Mile Connections, ridesharing):
 - Project serves relatively large percentage of riders/participants who otherwise would have driven alone over a long distance.
 - Project provides “first- and last-mile” connection between employers and transit.
 - Service operates on a route (service and non-service miles) that is relatively short in distance.
 - For pilot trip reduction projects (excluding pilot First- and Last-Mile Connections projects):
 - Project reduces single-occupancy commute-hour vehicle trips. Service operates in areas that are underserved and lack other comparable service in past three years, or significantly expands service to an existing area. If multiple transit agencies provide service in the project area, the relevant transit agencies must have been given the first right of refusal and determined that the proposed project does not conflict with existing service.
 - Service is designed to be self-sustaining or require minimal TFCA funds by the end of the project’s operational period.
 - Services connects users to mass transit.
 - For vehicle-based projects:
 - Vehicle has high operational use, annual mileage, and/or fuel consumption (e.g., taxis, transit fleets, utility vehicles). A vehicle can operate outside the Air District, but only the operation within the Air District will be counted towards the air emissions reduced.
 - For arterial management and smart growth projects:
 - Pre- and post-project counts demonstrate high usage and potential to shift mode or travel behavior that reduces emissions.
 - Project demonstrates a strong potential to reduce motor vehicle trips by significantly improving mobility via walking, bicycling, and improving transit.
 - Project is located along high-volume transit corridors and/or is near major activity centers such as schools, transit centers, civic or retail centers.
 - Project is associated with a multi-modal transit center, supports high-density mixed-use development or communities.

Attributes of Projects that Meet the “Readiness” Policy

The intent of TFCA is to fund projects that achieve surplus emission reductions within two years. County Program Managers may grant a two-year extension, for a total of four years to implement projects.

The following is a list of activities that should be completed prior to awarding TFCA funds to ensure the successful completion of projects:

- Planning (e.g., design)
- Jurisdictional approval (e.g., permits)
- Legislative approvals (e.g., CPUC)
- Environmental review/approvals (e.g., EIR, negative declaration)

Program Schedule

Program Schedule for the FYE 2023 Cycle (*County Program Manager deadlines are italicized*)

Date	Activity
December 2021	Expenditure Plan Application Guidance issued by Air District
January 2022	Expenditure Plan Application funding estimates issued by Air District
March 3, 2022 (tentative)	<i>Deadline for County Program Manager to email Expenditure Plan Application, which includes:</i> <ul style="list-style-type: none"> • Summary Information Form, signed and dated by County Program Manager's Executive Director • Summary Information Addendum Form (if applicable)
April 28, 2022 (tentative)	Proposed Expenditure Plan funding allocations reviewed by Air District's Mobile Source & Climate Impacts Committee
May 4, 2022 (tentative)	Expenditure Plan funding allocations considered for approval by Air District's Board of Directors
May 12, 2022 (tentative)	Air District provides Funding Agreements for funding allocations to County Program Managers for signature
May 31, 2022	<i>Deadline for County Program Manager to email reports for projects from FYE 2022 and prior years:</i> <ul style="list-style-type: none"> • Funding Status Report – Include all open projects and projects closed since July 1. • Final Report – For projects closed July 1-December 31 (and optionally those closing later), submit both a Final Report Form and a final Cost-Effectiveness Worksheet
August 4, 2022 (tentative)	<i>Within three months of Air District Board approval, deadline for County Program Manager to email request for Board approval of any projects that do not conform to TFCA policies:</i> <ul style="list-style-type: none"> • Project Information Form (sample can be found in Appendix G) • Cost-Effectiveness Worksheet (instructions can be found in Appendix H)
October-December (tentative)	Estimated time of first FYE 2023 payment
October 31, 2022	<i>Deadline for County Program Manager to email reports for projects from FYE 2022 and prior years to the Air District:</i> <ul style="list-style-type: none"> • Interim Project Report – Submit this form for every open project. • Funding Status Report – Include all open projects and projects closed since January 1. • Final Report – For projects closed January 1-June 30 (and optionally those closing later), submit both a Final Report Form and a final Cost-Effectiveness Worksheet.

November 4, 2022 (tentative)	<i>Within six months of Air District Board approval, deadline for County Program Manager to allocate funds identified in the Expenditure Report and to email reports for each new FYE 2023 project:</i> <ul style="list-style-type: none">• Project Information Form (sample can be found in Appendix G)• Cost-Effectiveness Worksheet (instructions can be found in Appendix H)
May 31, 2023	<i>Deadline for County Program Manager to email reports for projects from FYE 2023 and prior years:</i> <ul style="list-style-type: none">• Funding Status Report – Include all open projects and projects closed since July 1.• Final Report – For projects closed July 1-December 31 (and optionally those closing later), submit both a Final Report Form and a final Cost-effectiveness Worksheet

Note: Items due on dates that fall on weekends or on State/Federal holidays are due the next following business day.

Expenditure Plan Application Process

The Air District will provide County Program Managers the Summary Information Form and Summary Information - Addendum Form (i.e., the Expenditure Plan application materials). These forms must be completed by the County Program Manager and returned to the Air District as indicated below. See Appendix B for examples of these forms.

Expenditure Plans must be **submitted electronically via email** to Hannah Cha at hcha@baaqmd.gov.

Materials sent to the Air District via fax will not be accepted.

Programming of Funds

County Program Managers must allocate (i.e., program) TFCA funds within *six months* of Air District Board approval of a County Program Manager's Expenditure Plan and submit electronic copies of: 1) the Cost-effectiveness Worksheet and 2) the Project Information Form for each new project. Any unallocated funds must be returned to the Air District for programming. Funds are considered allocated when they are awarded to a project based on that County Program Manager's own programming process.

Non-conforming projects: Policy #3 provides a mechanism for consideration of projects that are authorized in the TFCA legislation and meet the cost-effectiveness requirement for that project type, but are in some way inconsistent with the current-year TFCA County Program Manager Fund Policies. To request that such a project be considered for funding, County Program Managers must submit a Cost-Effectiveness Worksheet, Project Information Form, and supporting documentation to the Air District for review no later than *three months* after Air District Board's approval of the Expenditure Plan. (See the Program Schedule section for further details.) Upon receiving the materials, the Air District will work with the County Program Manager to bring the non-conforming project to the Air District Board for approval.

Reporting Forms

The following Air District-approved forms will be emailed to the County Program Managers or posted on either the Air District's website at www.baaqmd.gov/tfca4pm or another online platform.

- **Cost-Effectiveness Worksheet (due within six months of Air District Board approval of Expenditure Plan, and for FYE 2023 and prior year projects, with the Final Report; see Appendix H)**

The purpose of the Cost-Effectiveness Worksheet is to calculate estimated (pre-project) and realized (post-project) emissions reduced for each project and to compare the emissions reductions to the TFCA funds invested. County Program Managers must submit a worksheet for each new project and must ensure that the TFCA cost-effectiveness is equal to or less than the Board-approved TFCA cost-effectiveness limit, **as specified in Policy #2**. County Program Managers must submit a Cost-effectiveness Worksheet in Microsoft Excel format for each project to the Air District pre- and post-project. Post-project evaluations should be completed using the version of the Cost-Effectiveness Worksheet for the year the purchased, installed, or constructed project became available for use by the public.

Instructions for completing the worksheets are found in Appendix H. If you do not use the Air District's default guidelines to determine a project's cost-effectiveness, then you **must provide documentation and information to support alternative values and assumptions** to the Air District for review, evaluation, and approval. Data used to support the project should be the most recent data available.

- Pre-project cost-effectiveness worksheets must be submitted in a Microsoft Excel spreadsheet with the filename structure listed below.
 - [Last two digits of FYE][abbreviated county code][sequential project number]_CE-Submitted-[Project Name].xlsx
 - Example: 23SC12_CE-Submitted-SanJoseZeroEmissionShuttle.xlsx

- **Project Information Form (due within six months of Air District Board approval of Expenditure Plan; see Appendix G)**

The primary purpose of the Project Information Form is to provide a description of each project funded and other applicable (including technical) information that is not captured in the cost-effectiveness worksheet. A copy of this form and instructions for completing it are found in Appendix G. Project Information Forms must be submitted for all projects requesting funding, and a revised Project Information Form must be submitted whenever changes are approved by the County Program Manager that affect the information stated on this form.

- Information Forms must be submitted in a Microsoft Word document with the filename structure listed below.
 - [Last two digits of FYE][abbreviated county code][sequential project number]_ProjInfo-[Project Name].docx
 - Example: 23SC12_ProjInfo-SanJoseZeroEmissionShuttle.docx

- **Biannual Funding Status Report Form (due October 31 and May 31; see Appendix C)**

This form is used to provide an update on all open and recently closed projects (closed since January 1 for the October 31 report and closed since July 1 for the May 31 report) and report any changes in status for all projects, including cancelled, completed under budget, received supplemental funding, or received a time extension during the previous six months. A sample form is provided in Appendix C.

- **Final Report Form (due October 31 and May 31)**

A Final Report Form is due at the conclusion of every project. The Final Report Forms are specific to each type of project. Final Report Forms are due to the Air District semi-annually as follows:

- ***Due October 31: Projects that closed Jan 1–Jun 30 (and optionally those closing later)***

➤ **Due May 31:** *Projects that closed Jul 1–Dec 31 (and optionally those closing later)*

- **Annual Interim Project Report Form (due October 31)**

For each active/open project, an Interim Project Report Form is due annually on October 31. This report provides status information on project progress and fund usage.

County Program Managers may also choose to require additional reports of Project Sponsors.

Administration of Project Requests

- **Project Extension Request**

The County Program Manager may request a project extension when it finds, based on the Project Sponsor's application that despite significant progress on the particular project, the Project Sponsor requires additional time to implement the project (beyond the 2 years that the County Program Manager has already granted). The County Program Manager shall submit that request to the Air District in writing no later than sixty (60) days prior to the end of the project's Expenditure Deadline.

The County Program Manager should include the following information in the project extension request letter:

- a. Project Number
- b. Reason for extension request
- c. The date the County Program Manager's Funding Agreement ends (this information can be found in Section IV, paragraph 1 of the Funding Agreement (e.g., the corresponding Funding Agreement for fiscal year ending 2022 is 22ALA)

Then Air District staff will review the request and project's status reports. If the project qualifies for the extension request, Air District staff will determine whether the extension request requires an amendment to approve the extension or an administrative approval (option is based on the terms of the Funding Agreement). A project extension is approved once an amendment is executed by both parties, or a confirmation letter of approval from the Air District is received.

- **Project Modification Request**

Project modifications requested by a Project Sponsor can generally be approved or denied at the discretion of the County Program Manager. County Program Manager shall re-evaluate the cost-effectiveness of the project using the **most recent worksheet**. If the project modification impacts the projected emission reductions, the County Program Manager should collect the following information from the Project Sponsor:

- a. Updated Project Information Form indicating the requested project modification
- b. Updated Cost Effectiveness Worksheet indicating the change in emission reductions due to the requested modification

The County Program Manager is responsible for reviewing the materials to check that the project is still eligible and within the cost-effectiveness limit. Then s/he may determine whether the modification will be recommended for approval. Finally, if the County Program Manager decides to approve the project modification, s/he must notify the Air District of this decision by email. This email should include (1) a clear description of the project modification request, (2) the updated project information form, (3) updated cost effectiveness worksheet, and (4) a description for why the project is still eligible and compliant with the policies. County Program Managers may choose to hold off from approving project modifications until they have consulted with Air District staff.

- **Multi-Year Funded Project Request (New!)**

The County Program Manager may request to fund a project from multiple program cycles (up to 3 years), or earmark funds up to two future fiscal cycles. The County Program Manager shall submit the *initial* request to the Air District no later than *three months* after the Air District Board's approval of the Expenditure Plan.

The project must meet the following criteria to qualify as a Multi-Year Funded Project:

- a. Project Category is *Bikeways* or *Infrastructure for Trip Reduction*
- b. Project's completion date is longer than the two-year timeframe traditionally allowed.
- c. Complies with the County Program Manager Policies, including the project readiness policy.
- d. Request occurs before the project has been funded with any TFCA.

The County Program Manager should include the following information in the initial Multi-Year Funded Project request:

- a. Project Number
- b. Explanation how the project meets the Multi-Year Funded Project criteria listed above.
- c. Project Information Form
- d. Cost Effectiveness Worksheet evaluated using the total award amount (current allocation plus all future proposed allocation). To account for updates in Cost Effectiveness Worksheet, the evaluation should leave a 15% buffer from the cost effectiveness limit. For instance, a Bikeway project with a cost effectiveness limit of \$500,000 would have a buffer of \$75,000. In this example, a multi-year bikeway project should not exceed a cost effectiveness limit of \$425,000.
- e. Indicate the portioning of funds for each program year. What is allocated for the current cycle and what is earmarked for future cycle(s)?
- f. Project schedule (implementation, project service period and final reimbursement).

If the Air District approves the Multi-Year Funded project during the initial year, the Project Sponsor is still required to apply for approval for its earmarked funds during the regular programming cycle. In the subsequent program cycles, the project must still comply with the current policy for that year and provide regular documentation. The inputs for the Cost Effectiveness Worksheet evaluation would still use the total award amount (past funded, current funded, and future earmarked funds).

The project naming convention will be different for subsequent program cycles. The Project Number will be based on the initial Project Number with an added alphanumeric value. If the initial Project Number was 23ALA01, the subsequent project number will be 23ALA01a, 23ALA01b, and so forth. This will help identify the project as a Multi-Year Funded Project for reporting and audit purposes. Only one Final Report will be submitted to close the project. Although the project will be considered one project, the programmed funds will still need to comply with the corresponding policies and funding agreement.

Note: All the emission reductions will be attributed to the Project in its initial program year. Subsequent program cycles would allow for funds to be distributed but would not take additional emission reduction credit. Therefore, Multi-Year Funded Projects may **not** request any project extensions, including the 2 years that the County Program Manager may grant.

Additional Information

Workshops, Support, and Assistance

Air District staff is available to assist with TFCA project cost-effectiveness analysis, workshops for Project Sponsors, and outreach for TFCA projects. County Program Managers are urged to consult with Air District staff when evaluating complex projects (such as bike share, vehicle, and vehicle infrastructure projects requiring the evaluation of emission reductions beyond those required by regulations) or when using cost-effectiveness assumptions other than those provided by the Air District in this Guidance. Consulting with the Air District prior to awarding funds minimizes the risk of both funding projects that are not eligible for TFCA funds and awarding more funding to a project than it is eligible for. Please contact us and let us know how we can assist you.

Air District Contact

Please direct questions to: Hannah Cha, Staff Specialist, hcha@baaqmd.gov

Appendix A: Guidelines for Eligible TFCA Reimbursable Costs

The TFCA-enabling legislation allows vehicle registration fees collected for the program to be used for project implementation costs, as well as administrative project costs. This appendix provides guidance on differentiating and reporting these costs. The Air District will use the definitions and interpretations discussed below in the financial accounting of the TFCA program. The Air District conducts audits on TFCA-funded projects to ensure that the funds have been spent in accordance with the program guidelines and policies.

Project Implementation Costs

Project implementation costs are charges associated with implementing a TFCA-funded project including:

- Documented hourly labor charges (salaries, wages, and benefits) directly and solely related to implementation of the TFCA project;
- Capital equipment and installation costs;
- Shuttle driver labor and equipment maintenance costs;
- Contractor labor charges related to the TFCA project;
- Travel, training, and associated personnel costs that are directly related to the implementation of the TFCA-funded project (e.g., the cost of training mechanics to service TFCA-funded natural gas clean air vehicles); and
- Indirect costs associated with implementing the project, including reasonable overhead costs incurred to provide a physical place of work (e.g., rent, utilities, office supplies), general support services (e.g., payroll, reproduction), and managerial oversight. Project Sponsors should itemize these costs and, for each item, provide evidence that it supports the implementation of the project.

To determine if an indirect cost falls under the administrative or implementation costs, the reviewer should look at the cost in the larger context of the project type. For example, a printer can be purchased and used for (1) a project which installs a charging station versus (2) an outreach project. In the first instance, the printer is an administrative cost since the printer is not used directly as part of the charging station project; implementing the charging station project can be completed without the printer. In the second instance, the printer could be an implementation cost as a part of the project scope if the printer is used to print outreach materials related to the project; the printer is an integral part of the outreach project.

Administrative Project Costs for Project Sponsors³

Administrative project costs are costs associated with the administration of a TFCA project, and do not include project capital or operating costs, as discussed above. As best practice, we recommend that administrative project costs that are reimbursable to a Project Sponsor are limited to a maximum of 6.25% of the total TFCA funds received.

Administrative project costs are limited to the following activities that have documented hourly labor and overhead costs (salaries, wages, and benefits). Hourly labor charges must be expressed on the basis of hours worked on the TFCA project.

- Costs associated with administering the TFCA Funding Agreement (e.g., responding to requests for information from Air District and processing amendments). Note that costs incurred in preparation of a TFCA application or costs incurred prior to the execution of the Funding Agreement are not eligible for reimbursement;
- Accounting for TFCA funds;

³ This section applies to the Project Sponsor. The County Program Manager's own administrative costs are discussed in County Program Roles and Responsibilities.

- Fulfilling all monitoring, reporting, and record-keeping requirements specified in the TFCA Funding Agreement, including the preparation of reports, invoices, and final reports; and
- Documented indirect administrative costs associated with administering the project, including reasonable overhead costs of utilities, office supplies, reproduction and managerial oversight. These costs should be itemized and for each item provide evidence that it supports the administration of the project.

Reimbursement Procedure

The County Program Manager must track and monitor Project Sponsors reimbursement costs, including the following:

- Project implementation and administrative project costs that are approved by the County Program Manager shall be described in a Funding Agreement with the Project Sponsor.
- The Project Sponsor may seek reimbursement for project implementation and administrative project costs by providing proper documentation with project invoices. Documentation for these costs will show how these costs were calculated, for example, by listing the date when the hours were worked, employees' job titles, employees' hourly pay rates, tasks being charged, and total charges. Documentation of hourly charges may be provided with time sheets or any other generally accepted accounting method to allocate and document staff time.
- It is the County Program Manager's responsibility to review reimbursement requests for proper documentation, such as itemized timesheets/time tracking, before reimbursing the Project Sponsor.
- All costs reimbursed by TFCA, including Administrative Cost, are required to be included in the Cost-Effectiveness Worksheet.

Appendix B: Sample Expenditure Plan Application

County Program Manager Agency Name:

Address:

Summary Information

PART A: NEW TFCA FUNDS

			Project	Admin (default 6.25%)	Total (Project + Admin)
Estimated FYE 2023 DMV revenues (based on projected CY2021 revenues):	Line 1	\$	\$	\$	
Difference between prior-year estimate and actual revenue:	Line 2	\$	\$	\$	
a. Actual FYE 2021 DMV revenues (based on CY2020):	2a	\$	\$	\$	
b. Estimated FYE 2021 DMV revenues:	2b	\$	\$	\$	
<i>('a' minus 'b' equals Line 2.)</i>					
Estimated New Allocation (Sum of Lines 1 and 2):	Line 3	\$	\$	\$	

PART B: INTEREST FOR PROGRAMMING AND TFCA FUNDS AVAILABLE FOR REPROGRAMMING

Total available for programming/reprogramming to other projects.	Line 4	\$	\$	\$	
a. Amount available from previously funded projects:	4a	\$			
b. Admin expended in FYE 2021:	4b		\$		
c. Interest income earned on TFCA funds in CY 2021:	4c	\$		\$	
(Project equals '4a' plus '4c' equals Line 4. Admin equals '2a' minus '4b'.)					

PART C: TOTAL AVAILABLE TFCA FUNDS

Total Available TFCA Funds (Sum of Lines 3 and 4)	Line 5	\$	\$	\$	
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I certify that, to the best of my knowledge, the information contained in this application is complete and accurate.

Executive Director Signature

Date

[1] The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, County Program Managers must limit their administrative costs to no more than 6.25% of the actual total revenue received from the Air District.

SUMMARY INFORMATION – ADDENDUM

Complete if there are TFCA Funds available for reprogramming.

[illegible]

TOTAL TFCA FUNDS AVAILABLE FOR REPROGRAMMING

\$ _____

(Enter this amount in Part B, Line 4.a. of Summary Information form)

* Enter UB (for projects that were completed under budget) and CP (for cancelled projects).

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Appendix D: Board-Adopted Policies for FYE 2023

Adopted November 17, 2021

The following Policies apply to the Bay Area Air Quality Management District's (Air District) Transportation Fund for Clean Air (TFCA) County Program Manager Fund for fiscal year ending (FYE) 2023.

BASIC ELIGIBILITY

1. **Reduction of Emissions:** Only projects that result in the reduction of motor vehicle emissions within the Air District's jurisdiction are eligible.

Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and these Air District Board of Directors adopted TFCA County Program Manager Fund Policies.

Projects must achieve surplus emission reductions, i.e., reductions that are beyond what is required through regulations, ordinances, contracts, and other legally binding obligations at the time of the execution of a grant agreement between the County Program Manager and the grantee. Projects must also achieve surplus emission reductions at the time of an amendment to a grant agreement if the amendment modifies the project scope or extends the project completion deadline.

2. **TFCA Cost-Effectiveness:** Projects must not exceed the maximum cost-effectiveness (C-E) limit specified in Table 1. Cost-effectiveness (\$/weighted ton) is the ratio of TFCA funds awarded to the sum of surplus emissions reduced, during a project's operational period, of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller). All TFCA-generated funds (e.g., reprogrammed TFCA funds) that are awarded or applied to a project must be included in the evaluation. For projects that involve more than one independent component (e.g., more than one vehicle purchased, more than one shuttle route), each component must achieve this cost-effectiveness requirement.

County Program Manager administrative costs are excluded from the calculation of a project's TFCA cost-effectiveness.

Table 1: Maximum Cost-Effectiveness for TFCA County Program Manager Fund Projects

Policy No.	Project Category	Maximum C-E (\$/weighted ton)
22	Alternative Fuel Light- and Medium-Duty Vehicles	500,000
23	Reserved	Reserved
24	Alternative Fuel Heavy-Duty Trucks and Buses	500,000
25	On-Road Truck Replacements	90,000
26	Alternative Fuel Infrastructure	500,000
27	Ridesharing Projects – Existing	150,000
28	First- and Last-Mile Connections – Existing	200,000; 250,000 for services in CARE Areas or PDAs

29.a.	First- and Last-Mile Connections – Pilot projects not in CARE Areas or PDAs. <i>These projects will be evaluated every year.</i>	Year 1 - 500,000 Year 2 and beyond - see Policy #28 service is considered existing
	First- and Last-Mile Connections – <i>Pilot shuttle projects located in Highly Impacted Communities as defined in the Air District CARE Program and/or a Planned or Potential PDA may receive TFCA Funds under the Pilot designation. These projects will be evaluated every year.</i>	Years 1 & 2 - 500,000 Year 3 and beyond - see Policy #28 service is considered existing
29.b.	Pilot Trip Reduction	500,000
30.a.	Bicycle Parking	250,000
30.b.	Bikeways	500,000
31	Bike Share	500,000
32	Arterial Management	250,000
33	Infrastructure Improvements for Trip Reduction	500,000
34	Telecommuting	150,000

3. **Eligible Projects and Case-by-Case Approval:** Eligible projects are those that conform to the provisions of the HSC section 44241, Air District Board-adopted policies, and Air District guidance. On a case-by-case basis, County Program Managers must receive approval by the Air District for projects that are authorized by the HSC section 44241 and achieve Board-adopted TFCA cost-effectiveness but do not fully meet other Board-adopted Policies.
4. **Consistent with Existing Plans and Programs:** All projects must comply with the Transportation Control and Mobile Source Control Measures included in the Air District's most recently approved strategies for achieving and maintaining State and national ozone standards ([2017 Clean Air Plan](#)), those plans and programs established pursuant to HSC sections 40233, 40717, and 40919; and, when specified, other adopted federal, State, regional, and local plans and programs.
5. **Eligible Recipients:** Grant recipients must be responsible for the implementation of the project, have the authority and capability to complete the project, and be an applicant in good standing with the Air District (Policies #8-10).
 - a. **Public agencies** are eligible to apply for all project categories.
 - b. **Non-public entities** are eligible to apply for only new alternative-fuel (light, medium, and heavy-duty) vehicle and infrastructure projects, and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).
6. **Readiness:** Projects must commence by the end of calendar year 2023 or within 24 months from the date of execution of the funding agreement with the subgrantee. For purposes of this policy, “commence” means a tangible preparatory action taken in connection with the project’s operation or implementation, for which the grantee can provide documentation of the commencement date and action performed. “Commence” includes, but is not limited to, the issuance of a purchase order to secure project vehicles and equipment, commencement of first- and last-mile connections and ridesharing service, or the delivery of the award letter for a construction contract.

7. **Maximum Two Years Operating Costs for Service-Based Projects:** Unless otherwise specified in policies #22 through #33, TFCA County Program Manager Funds may be used to support up to two years of operating costs for service-based projects (e.g., ridesharing, first- and last-mile connections service). Grant applicants that seek TFCA funds for additional years must reapply for funding in the subsequent funding cycles.

APPLICANT IN GOOD STANDING

8. **Independent Air District Audit Findings and Determinations:** Grantees who have failed either the financial statement audit or the compliance audit for a prior TFCA-funded project awarded by either County Program Managers or the Air District are excluded from receiving an award of any TFCA funds for three (3) years from the date of the Air District's final audit determination in accordance with HSC section 44242 or for a duration determined by the Air District Air Pollution Control Officer (APCO). Existing TFCA funds already awarded to the project sponsor will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed financial statement audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed compliance audit means an uncorrected audit finding that confirms a program or project was not implemented in accordance with the applicable Funding Agreement or grant agreement.

A failed financial statement or compliance audit of the County Program Manager or its grantee may subject the County Program Manager to a reduction of future revenue in an amount equal to the amount which was inappropriately expended pursuant to the provisions of HSC section 44242(c)(3).

9. **Authorization for County Program Manager to Proceed:** Only a fully executed Funding Agreement (i.e., signed by both the Air District and the County Program Manager) constitutes the Air District's award of County Program Manager Funds. County Program Managers may incur costs (i.e., contractually obligate itself to allocate County Program Manager Funds) only after the Funding Agreement with the Air District has been executed.
10. **Maintain Appropriate Insurance:** Both the County Program Manager and each grantee must obtain and maintain general liability insurance, workers compensation insurance, and additional insurance as appropriate for specific projects, with required coverage amounts provided in Air District guidance and final amounts specified in the respective grant agreements.

INELIGIBLE PROJECTS

11. **Duplication:** Projects that have previously received any TFCA funds, e.g., TFCA Regional Funds or County Program Manager Funds, and that do not propose to achieve additional emission reductions are not eligible.
12. **Planning Activities:** The costs of preparing or conducting feasibility studies are not eligible. Planning activities are not eligible unless they are directly related to the implementation of a specific project or program.
13. **Reserved.**
14. **Cost of Developing Proposals and Grant Applications:** The costs to prepare proposals and/or grant applications are not eligible.

USE OF TFCA FUNDS

15. **Combined Funds:** TFCA County Program Manager Funds may not be combined with TFCA Regional Funds to fund a County Program Manager Fund project. Projects that are funded by the TFCA County Program Manager Fund are not eligible for additional funding from other funding sources that claim emissions reduction credits. However, County Program Manager-funded projects may be combined with funds that do not require emissions reductions for funding eligibility.

16. **Administrative Costs:** The County Program Manager may not expend more than 6.25 percent of its County Program Manager Funds for its administrative costs. The County Program Manager's costs to prepare and execute its Funding Agreement with the Air District are eligible administrative costs. Interest earned on County Program Manager Funds shall not be included in the calculation of the administrative costs. To be eligible for reimbursement, administrative costs must be clearly identified in the expenditure plan application and in the Funding Agreement, and must be reported to the Air District.
17. **Expend Funds within Two Years:** County Program Manager Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the County Program Manager in the applicable fiscal year, unless a County Program Manager has made the determination based on an application for funding that the eligible project will take longer than two years to implement. Additionally, a County Program Manager may, if it finds that significant progress has been made on a project, approve no more than two one-year schedule extensions for a project. Any subsequent schedule extensions for projects can only be given on a case-by-case basis, if the Air District finds that significant progress has been made on a project.
18. **Unallocated Funds:** Pursuant to HSC 44241(f), any County Program Manager Funds that are not allocated to a project within six months of the Air District Board of Directors approval of the County Program Manager's Expenditure Plan may be allocated to eligible projects by the Air District. The Air District shall make reasonable effort to award these funds to eligible projects in the Air District within the same county from which the funds originated.
19. Reserved.
20. Reserved.
21. Reserved.

ELIGIBLE PROJECT CATEGORIES

Clean Air Vehicle Projects

22. Alternative Fuel Light- and Medium-Duty Vehicles:

These projects are intended to accelerate the deployment of zero- and partial-zero emissions motorcycles, cars, and light-duty vehicles. All of the following conditions must be met for a project to be eligible for TFCA funds:

- a. Vehicles must have a gross vehicle weight rating (GVWR) of 8,500 lbs. or lower;
- b. Vehicles may be purchased or leased;
- c. Eligible vehicle types include plug-in hybrid-electric, plug-in electric, fuel cell vehicles, and neighborhood electric vehicles (NEV) as defined in the California Vehicle Code. Vehicles must also be approved by the CARB;
- d. Vehicles that are solely powered by gasoline, diesel, or natural gas, and retrofit projects are not eligible;
- e. The total amount of TFCA funds awarded may not exceed 90% of the project's eligible cost; the sum of TFCA funds awarded with all other grants and applicable manufacturer and local/state/federal rebates and discounts may not exceed total project costs;
- f. Grantees may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle; and

- g. Projects that seek to scrap and replace a vehicle in the same weight-class as the proposed new vehicle may qualify for additional TFCA funding. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds.

23. Reserved.

24. Alternative Fuel Heavy-Duty Trucks and Buses:

These projects are intended to accelerate the deployment of qualifying alternative fuel vehicles that operate within the Air District's jurisdiction by encouraging the replacement of older, compliant trucks and buses with the cleanest available technology. If replacing heavy-duty vehicles and buses with light-duty vehicles, light-duty vehicles must meet Policy #22. All of the following conditions must be met for a project to be eligible for TFCA Funds:

- a. Each vehicle must be new and have a GVWR greater than 8,500 lbs.;
- b. Vehicles may be purchased or leased;
- c. Eligible vehicle types include plug-in hybrid, plug-in electric, and fuel cell vehicles. Vehicles must also be approved by the CARB;
- d. Vehicles that are solely powered by gasoline, diesel, or natural gas and retrofit projects are not eligible;
- e. The total amount of TFCA funds awarded may not exceed 100% of the project's eligible cost for School Buses and 90% of the project's eligible cost for all other vehicle types; the sum of TFCA funds awarded combined with all other grants and applicable manufacturer and local/state/federal rebates and discounts may not exceed total project costs;
- f. Grantees may request authorization of up to 100% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle; and
- g. Projects that seek to scrap and replace a vehicle in the same weight-class as the proposed new vehicle may qualify for additional TFCA funding. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds.

- 25. On-Road Truck Replacements:** These projects will replace Class 6, Class 7, and Class 8 diesel-powered trucks that have a gross vehicle weight rating (GVWR) of 19,501 lbs. or greater (per vehicle weight classification definition used by Federal Highway Administration (FHWA) with new or used trucks that have an engine certified to the 2010 CARB emissions standards or cleaner. The existing truck(s) to be replaced must be registered with the California Department of Motor Vehicles (DMV) to an address within the Air District's jurisdiction and must be scrapped after replacement.

- 26. Alternative Fuel Infrastructure:** These projects are intended to accelerate the adoption of zero-emissions vehicles through the deployment of alternative fuel infrastructure, i.e., electric vehicle charging sites, hydrogen fueling stations.

Eligible refueling infrastructure projects include new dispensing and charging facilities, or additional equipment or upgrades and improvements that expand access to existing alternative fuel fueling/charging sites. This includes upgrading or modifying private fueling/charging sites or stations to allow public and/or shared fleet access. TFCA funds may be used to cover the cost of equipment and installation. TFCA funds may also be used to upgrade infrastructure projects previously funded with TFCA funds as long as the equipment was maintained and has exceeded the duration of its useful life after being placed into service.

Equipment and infrastructure must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.

TFCA funds may not be used to pay for fuel, electricity, operation, and maintenance costs.

Trip Reduction Projects

27. Existing Ridesharing Services: The project provides carpool, vanpool, or other rideshare services.

Projects that provide a direct or indirect financial transit or rideshare subsidy are also eligible under this category. Projects that provide a direct or indirect financial transit or rideshare subsidy *exclusively* to employees of the grantee are not eligible.

28. Existing First- and Last-Mile Connections:

The project reduces single-occupancy vehicle trips by providing short-distance connections between mass transit and commercial hubs or employment centers. All the following conditions must be met for a project to be eligible for TFCA funds:

- a. The service must provide direct connections between stations (e.g., rail stations, ferry stations, Bus Rapid Transit (BRT) stations, or airports) and a distinct commercial or employment location.
- b. The service's schedule, which is not limited to commute hours, must be coordinated to have a timely connection with corresponding mass transit service.
- c. The service must be available for use by all members of the public.
- d. TFCA funds may be used to fund only shuttle services to locations that are under-served and lack other comparable service. For the purposes of this policy, "comparable service" means that there exists, either currently or within the last three years, a direct, timed, and publicly accessible service that brings passengers to within one-third (1/3) mile of the proposed commercial or employment location from a mass transit hub. A proposed service will not be deemed "comparable" to an existing service if the passengers' proposed travel time will be at least 15 minutes shorter and at least 33% shorter than the existing service's travel time to the proposed destination.
- e. Reserved.
- f. Grantees must be either: (1) a public transit agency or transit district that directly operates the service; or (2) a city, county, or any other public agency.
- g. Applicants must submit a letter of concurrence from all transit districts or transit agencies that provide service in the area of the proposed route, certifying that the service does not conflict with existing service.
- h. Each route must meet the cost-effectiveness requirement in Policy #2. Projects that would operate in Highly Impacted Communities or Episodic Areas as defined in the Air District Community Air Risk Evaluation (CARE) Program, or in Priority Development Areas (PDAs), may qualify for funding at a higher cost-effectiveness limit (see Policy #2).

29. Pilot Projects:

a. Pilot First- and Last-Mile Connections:

The project provides new first- and last-mile connections service that is at least 70% unique and operates where no other service was provided within the past three years. In addition to meeting the conditions listed in Policy #28 for First- and Last-Mile Connections, project applicants must also comply with the following application criteria and agree to comply with the project implementation requirements:

- i. Demonstrate the project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.

- ii. Provide data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
- iii. Provide a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation after the pilot period.
- iv. If the local transit provider is not a partner, the applicant must demonstrate that they have attempted to have the service provided by the local transit agency. The transit provider must have been given the first right of refusal and determined that the proposed project does not conflict with existing service;
- v. Projects located in Highly Impacted Communities as defined in the Air District CARE Program and/or a Planned or Potential PDA may receive a maximum of two years of TFCA County Program Manager Funds under the Pilot designation. For these projects, the project applicants understand and must agree that such projects will be evaluated every year, and continued funding will be contingent upon the projects meeting the following requirements:
 - 1. During the first year and by the end of the second year of operation, projects must not exceed a cost-effectiveness of \$500,000/ton
 - 2. Projects entering a third year of operation and beyond are subject to all of the requirements, including cost-effectiveness limit, of Policy #28 (existing First- and Last-Mile Connections).
- vi. Projects located outside of CARE areas and PDAs may receive a maximum of two years of TFCA County Program Manager Funds under this designation. For these projects, the project applicant understands and must agree that such projects will be evaluated every year, and continued funding will be contingent upon the projects meeting the following requirements:
 - 1. By the end of the first year of operation, projects shall meet a cost-effectiveness of \$500,000/ton, and
 - 2. By the end of the second year of operation, projects shall meet all of the requirements, including cost-effectiveness limit, of Policy #28 (existing First- and Last-Mile Connections).

b. Pilot Trip Reduction:

The project reduces single-occupancy commute vehicle trips by encouraging mode-shift to other forms of shared transportation. Pilot projects are defined as projects that serve an area where no similar service was available within the past three years, or that will result in significantly expanded service to an existing area. Funding is designed to provide the necessary initial capital to a public agency for the start-up of a pilot project so that by the end of the third year of the trip reduction project's operation, the project will be financially self-sustaining or require minimal public funds, such as grants, to maintain its operation.

- i. Applicants must demonstrate the project will reduce single-occupancy commute vehicle trips and result in a reduction in emissions of criteria pollutants;
- ii. The proposed service must be available for use by all members of the public;
- iii. Applicants must provide a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year;
- iv. If the local transit provider is not a partner, the applicant must demonstrate that they have attempted to have the service provided by the local transit agency. The

transit provider must have been given the first right of refusal and determined that the proposed project does not conflict with existing service;

- v. Applicants must provide data and any other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users;
- vi. Pilot trip reduction projects that propose to provide ridesharing service projects must comply with all applicable requirements in policy #27.

30. Bicycle Projects:

These projects expand public access to bicycle facilities. New bicycle facility projects or upgrades to an existing bicycle facility that are included in an adopted countywide bicycle plan, Congestion Management Program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission's (MTC) Regional Bicycle Plan and/or Regional Active Transportation Plan are eligible to receive TFCA funds. Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion.

a. Bicycle Parking:

The project expands the public's access to new bicycle parking facilities (e.g., electronic bicycle lockers, bicycle racks), which must be publicly accessible and available for use by all members of the public. Eligible projects are limited to the purchase and installation of the following types of bike parking facilities that result in motor vehicle emission reductions:

- i. Bicycle racks, including bicycle racks on transit buses, trains, shuttle vehicles, and ferry vessels;
- ii. Electronic bicycle lockers; and
- iii. Capital costs for attended bicycle storage facilities.

b. Bikeways:

The project constructs and/or installs bikeways for the purpose of reducing motor vehicle emissions or traffic congestion. Bikeways for exclusively recreational use are ineligible. Projects are limited to the following types of bikeways:

- i. Class I Bikeway (bike path), new or upgrade improvement from Class II or Class III bikeway;
- ii. New Class II Bikeway (bike lane);
- iii. New Class III Bikeway (bike route); and
- iv. Class IV Bikeway (separated bikeway), new or upgrade improvement from Class II or Class III bikeway.

All bikeway projects must, where applicable, be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014. Projects must have completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement.

31. Bike Share:

Projects that make bicycles available to individuals for shared use for completing first- and last-mile trips in conjunction with regional transit and stand-alone short distance trips are eligible for TFCA funds, subject to all the following conditions:

- a. Projects must either increase the fleet size of existing service areas or expand existing service areas to include new Bay Area communities.
- b. Projects must have a completed and approved environmental plan and a suitability study demonstrating the viability of bicycle sharing.
- c. Projects must have shared membership and/or be interoperable with the Bay Area Bike Share (BABS) project when they are placed into service, in order to streamline transit for end users by reducing the number of separate operators that would comprise bike trips. Projects that meet one or more of the following conditions are exempt from this requirement:
 - i. Projects that do not require membership or any fees for use;
 - ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
 - iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

TFCA funds may be awarded to pay for up to five years of operations, including the purchase of two-wheeled or three-wheeled vehicles (self-propelled or electric), plus mounted equipment required for the intended service and helmets.

32. Arterial Management:

Arterial management grant applications must identify a specific arterial segment and define what improvement(s) will be made to affect traffic flow on the identified arterial segment. Projects that provide routine maintenance (e.g., responding to citizen complaints about malfunctioning signal equipment) are not eligible to receive TFCA funds. Incident management projects on arterials are eligible to receive TFCA funds. Transit improvement projects include, but are not limited to, bus rapid transit and transit priority projects. Signal timing projects are eligible to receive TFCA funds. Each arterial segment must meet the cost-effectiveness requirement in Policy #2.

33. Infrastructure Improvements for Trip Reduction:

The project expands the public's access to alternative transportation modes through the design and construction of physical improvements that support development projects that achieve motor vehicle emission reductions.

- a. The development project and the physical improvement must be identified in an approved area-specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic-calming plan, or other similar plan.
- b. The project must implement one or more transportation control measures (TCMs) in the most recently adopted Air District plan for State and national ambient air quality standards. Pedestrian projects are eligible to receive TFCA funds.
- c. The project must have a completed and approved environmental plan. If a project is exempt from preparing an environmental plan as determined by the public agency or lead agency, then that project has met this requirement.

34. Telecommuting: Implementation of demonstration projects in telecommuting. No funds expended under this policy shall be used for the purchase of personal computing equipment for an individual's home use.

Appendix E: Glossary of Terms

The following is a glossary of terms found in the TFCA County Program Policies:

Community Air Risk Evaluation (CARE) Areas – Areas identified where air pollution contributes most to health impacts and where populations are most vulnerable to air pollution.

Environmental plan - A completed and approved plan to mitigate environmental impacts as required by the result of the review process of all applicable local, state, and federal environmental reviews (e.g., CEQA, NEPA). For the purpose of the County Program Manager Fund, projects requiring a completed and approved environmental plan must complete all required environmental review processes. Any project that is exempt from preparing an environmental plan, as determined by an environmental review process, has met the requirement of having a completed and approved environmental plan.

Final audit determination - The determination by the Air District of a County Program Manager or Project Sponsor's TFCA program or project, following completion of all procedural steps set forth in HSC section 44242(a) – (c).

Funding Agreement - The agreement executed by and between the Air District and the County Program Manager for the allocation of TFCA County Program Manager Funds for the respective fiscal year.

Grant Agreement - The agreement executed by and between the County Program Manager and a Project Sponsor.

Implementation Period – Status starts once Grant Agreement has been executed and project is being implemented. Status ends once Operational Period starts, i.e. once a service project starts its operation, a vehicle/equipment/facility project is purchased, installed, constructed, and placed into public service.

Operational Period – This status starts once a project has completed installation/construction/procurement and has placed equipment/vehicles/facilities into public service and ends once years of effectiveness has been met. For service projects, the operational period starts when the project starts providing service and ends once project has met its years of effectiveness.

Priority Development Areas (PDAs) – Areas within existing communities that local city or county governments have identified and approved for future growth. These areas typically are accessible by one of more transit services, and are often located near established job centers, shipping districts, and other services.

Project Sponsor - Recipient of an award of TFCA Funds from the County Program Manager to carry out a TFCA project and who executes a grant agreement with the County Program Manager to implement that project. A project sponsor is also known as a grantee.

Project Useful Life (see Years of Effectiveness)

TFCA funds - Project Sponsor's allocation of funds, or grant, pursuant to an executed grant agreement awarded pursuant to the County Program Manager Fund Funding Agreement.

TFCA-generated funds - The Transportation Fund for Clean Air (TFCA) program funds generated by the \$4 surcharge on motor vehicle registration fees that are allocated through the Regional Fund and the County Program Manager Fund.

Weighted PM10 - Weighted particulate matter less than 10 microns in diameter (PM10) is calculated by multiplying the tailpipe PM emissions by a factor of 20, which is consistent with CARB methodology for estimating PM10 emissions for the Carl Moyer Program.

Years of Effectiveness - Equivalent to the administrative period of the grant and used in calculating a project's Cost Effectiveness. This is different than how long the project will physically last.

Appendix F: Insurance Guidelines

This appendix provides guidance on the insurance coverage and documentation typically required for TFCA County Program Manager Fund projects. Note that the Air District reserves the right to specify different types or levels of insurance in the Funding Agreement.

The typical Funding Agreement requires that each Project Sponsor provide documentation showing that they meet the following requirements for each of their projects. The County Program Manager is not required to meet these requirements itself, unless it is acting as a Project Sponsor.

1. Liability Insurance:

Corporations and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

2. Property Insurance:

New Equipment Purchases - an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under this Agreement, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

Retrofit Projects - 2003 model year vehicles or engines or newer in an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under this Agreement, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

3. Workers Compensation Insurance:

Construction projects – including but not limited to bike/pedestrian paths, bike lanes, smart growth and vehicle infrastructure, as required by California law and employers' insurance with a limit not less than \$1 million.

4. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

The following table lists the type of insurance coverage generally required for each project type. The requirements may differ in specific cases. County Program Managers should contact the Air District liaison with questions, especially about unusual projects.

Project Category	Liability	Property	Workers Compensation
Vehicle purchase and lease	X	X	
Engine retrofits	X	X	
Operation of shuttle services	X		X
Operation of vanpools	X		
Construction of bike/pedestrian path or overpass	X		X
Construction of bike lanes	X		X
Construction of cycle tracks/separated bikeways	X		X
Construction of smart growth/traffic calming projects	X		X
Construction of vehicle fueling/charging infrastructure	X	X	X
Arterial management/signal timing	X		X
Purchase and installation of bicycle lockers and racks	X	X	X
Transit marketing programs	X		
Ridesharing projects	X		X
Bike Share projects	X	X	X
Transit pass subsidy or commute incentives	X		
Guaranteed Ride Home Program	X		

Appendix G: Sample Project Information Form

- A. Project Number: _____
Use consecutive numbers for projects funded, with year, county code, and number, e.g., 23MAR01, 23MAR02 for Marin County. Zero (e.g., 23MAR00) is reserved for County Program Manager TFCA funds allocated for administration costs.
- B. Project Title: _____
Provide a concise, descriptive title for the project (e.g., “Elm Ave. Signal Interconnect” or “Purchase Ten Gasoline-Electric Hybrid Light-Duty Vehicles”).
- C. Project Category (project will be evaluated under this category): _____
- D. TFCA County Program Manager Funds Allocated: \$ _____
- E. TFCA Regional Funds Awarded (if applicable): \$ _____
- F. Total TFCA Funds Allocated (sum of C and D): \$ _____
- G. Total Project Cost: \$ _____
- H. Project Description:
Project Sponsor will use TFCA funds to _____. Include information sufficient to evaluate the eligibility and cost-effectiveness of the project. Please provide answers for who, what, when, and where for the project. Examples of the information needed include but are not limited to: what will be accomplished by whom, how many pieces of equipment are involved, how frequently it is used, the location, the length of roadway segments, the size of target population, etc. Background information should be brief. For shuttle/feeder bus projects, indicate the hours of operation, frequency of service, and rail station and employment areas served.
- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet
Reference the appropriate Final Report form that will be completed and submitted after project completion. See www.baaqmd.gov/tfca4pm for a listing of the following reporting forms:
- Trip Reduction
 - Clean Air Vehicles
 - Bicycle Projects
 - Arterial Management Projects
 - Repower and Retrofit
- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project. *For example, for vehicle projects, include the California Air Resources Board Executive Orders for all engines and diesel emission control systems. Note, Cost-Effectiveness Worksheets are not needed for TFCA County Program Managers’ own administrative costs.*
- K. Has or will this project receive any other TFCA funds, such as Regional Funds?
- L. Comments (if any):
- M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project’s location:
<https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

Section 2. Project Category Specific Questions

(Pending review)

Appendix H: Instructions for Cost-Effectiveness Worksheets

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

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

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

Worksheet Name	Project Type
Trip Reduction FYE 2023	<ul style="list-style-type: none"> • Ridesharing • Shuttles • Bicycle Parking, Bikeways, Bike Share • Smart Growth, Traffic Calming, Transit Bus Signal Priority (also for Transit Rail Vehicles) • Pilot Trip Reduction • Telecommuting
Arterial Management FYE 2023	<ul style="list-style-type: none"> • Arterial Management: Signal Timing
LD & HD Vehicle FYE 2023	<ul style="list-style-type: none"> • Alternative-Fuel Light-Duty and Light Heavy-Duty Vehicles
Heavy-Duty Vehicle FYE 2023	<ul style="list-style-type: none"> • Alternative-Fuel Low-Mileage Utility Trucks - Idling Service • Alternative-Fuel Heavy-Duty Trucks, Buses
EV Infrastructure FYE 2023	<ul style="list-style-type: none"> • Alternative Fuel Infrastructure

Make entries in the yellow-shaded areas only in the worksheets. Begin each new filename with the application number (e.g., 23MAR04) as described below. Each worksheet contains separate tabs for: Instructions (no user input), General Information, Calculations, Notes and Assumptions, and Emission Factors (no user input).

County Program Managers must provide all relevant assumptions used to determine the project's cost-effectiveness in the Notes & Assumptions tab. If a County Program Manager seeks to use different default values or methodologies, it is advisable that they consult with the Air District before project approval, in order to avoid the risk of funding projects that are not eligible for TFCA funds.

The Air District encourages County Program Managers to assign the shortest duration possible for the # Years Effectiveness value for a project to meet the cost-effectiveness requirement. This practice will help to minimize both the Project Sponsor and County Program Manager's administrative burdens.

Instructions Specific to Each Project Type

Ridesharing and Shuttle Projects

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length. **The number of vehicle trips eliminated is the number of trips by participants that would have driven as a single occupant vehicle if not for the service; it is not the same as the total number of riders or participants.** A frequently used proxy is the percentage of survey respondents who report that they would have driven alone if not for the service provided. For calculating the length of trip, only use the length of the vehicle trip avoided by only the riders that otherwise would have driven alone.

In addition, **each shuttle route must meet the cost-effectiveness criteria** (Policy #2). If a project consists of more than one route, one worksheet should be submitted with all routes listed, **and** a separate worksheet must be prepared showing the cost-effectiveness of each route (i.e., as determined by that route's ridership, funding allocation, etc.).

Annually funded service projects with a one-year project useful life and that do propose surplus emissions reduction may continue receiving funds.

Note that MTC's regional rideshare program (i.e., 511.org) provides funding to counties. This funding may also contain some TFCA funding, which, if used in combination with this TFCA funding, may violate Policy 11. Duplication.

Pilot Trip Reduction Projects

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length. **The number of vehicle commute trips eliminated is the number of trips by participants that would have driven as a single occupant vehicle if not for the service; it is not the same as the total number of riders or participants.** If a survey was conducted on potential demand, a frequently used proxy is the percentage of survey respondents who report that they would have driven alone if not for the service provided. If survey data is not available, alternative supporting documentation must be provided to justify the inputs used in the cost-effectiveness worksheet. For calculating the length of trip, only use the length of the vehicle trip avoided by only the riders that otherwise would have driven alone.

Arterial Management Projects

Please note that **each segment must meet the cost-effectiveness criteria** (Policy #2). If a project consists of more than one segment being considered for funding, one worksheet should be submitted with all segments listed, **and** a separate worksheet must be prepared showing the cost-effectiveness of each segment (i.e., as determined by that segment's traffic speed improvements, funding allocation, etc.).

For a signal timing project to qualify for four (4) years effectiveness, the signals must be retimed after two (2) years.

Transit Signal Priority

For the length of trip, a good survey practice is to determine the length of automobile trip avoided by just those riders that otherwise would have driven, rather than by all riders.

Smart Growth and Traffic Calming

Projects must reduce vehicle trips by increasing pedestrian/bicycle travel and transit use. Projects that only involve slowing automobile traffic briefly (e.g., via speed bumps) tend to not be cost-effective, as the acceleration following deceleration increases emissions. Due to the variety of potential Smart Growth and Traffic Calming projects, there currently are no default assumptions provided for emission reduction inputs aside from years effectiveness. A primary component in calculating cost-effectiveness is the number of vehicle trips eliminated as a result of the project.

Vehicle and Fueling Infrastructure Projects

The investment in each individual vehicle must be shown to be cost-effective (Policy #2). The worksheet calculates the cost-effectiveness of each vehicle separately, so only one worksheet is required when more than one vehicle is being considered for funding.

TFCA Policies require that all projects including those subject to emission reduction regulations, contracts, or other legally binding obligations achieve *surplus* emission reductions—that is, reductions that go beyond what is required. **Therefore, vehicles with engines certified as Family Emission Limit (FEL) engines are not eligible for funding because the engine is certified for participation in an averaging, banking, and trading program in which emission benefits are already claimed by the manufacturer.**

Because TFCA funds may only be used to fund early-compliance emissions reductions, and because of the various fleet rule requirements, calculating cost-effectiveness for vehicle grant projects can be complex, and it is recommended that it be done only by someone familiar with all applicable regulations and certifications.

Additionally, electric vehicle infrastructure generally does not qualify for more than \$6,000 per single-port Level 2 (6.6KW) charging station, \$8,000 per dual-port Level 2 charging station, and \$35,000 per DC fast charging station; County Program Managers should consult with the Air District on such projects, as the evaluation methodologies are evolving. Also, any questions should be raised to Air District staff well before project approval deadlines in order to assure project eligibility. Below is general guidance for charging type based on the duration the vehicle is parked at that specific location:

Category	Typical Venues	Available Charging Time	Charging Method (Primary/Secondary)
Opportunity and Destination	• Shopping Centers	0.5 – 2 hours	Level 2/DC Fast
	• Airport (short term parking)	< 1 hour	Level 2/DC Fast
	• Other	< 1 hour	Level 2/DC Fast
	• Cultural and Sports Centers	2 – 5 hours	Level 2/Level 1
	• Parking Garages	2 – 10 hours	Level 2/Level 1
	• Hotels/Recreation Sites	4 – 72 hours	Level 2/Level 1
	• Airports (long term parking)	8 – 72+ hours	Level 1/Level 2
Corridor/Pathway	• Interstate Highways	< 0.5 hours	DC Fast/
	• Commuting/Recreation Roads	< 0.5 hours	DC Fast/Level 2
Emergency	• Fixed	< 0.1 hours	DC Fast
	• Mobile	< 1 hour	Level 2/DC Fast

For more information, please refer to the [Bay Area EV Readiness Plan](#).

The cost-effectiveness of fueling infrastructure is based on the vehicles that will use the funded facility. For these projects, County Program Managers must exercise care that emission reductions

from the associated vehicles are only credited towards a TFCA infrastructure project and are not double counted in any other Air District grant program, either at the present time or for future vehicles that will use the facility during its years of effectiveness.

The total mileage a vehicle can travel may be limited by regulation, and the product of Years Effectiveness and Average Annual Miles cannot exceed that mileage (e.g., some cities limit the lifetime miles a taxicab can travel).

Heavy-duty vehicle, buses, and infrastructure projects: The California Air Resources Board (CARB) [Carl Moyer Program Guidelines](#) document is the source for the formulas and factors used in the Heavy-Duty Vehicle worksheet. Note that there are some differences between the TFCA and Moyer programs; consult Air District staff with any questions. At a minimum, a funded vehicle must have an engine complying with the model year 2010 and later emission standards. Vehicles that are funded by the TFCA shall not be co-funded with other funding sources that claim emissions credits.

Note that the Innovative Clean Transit (ICT) regulation requires all public transit agencies to gradually transition to a 100-percent zero-emission bus fleet. The zero-emission bus purchase requirement begin in 2023 for large transit agencies and 2026 for small transit agencies. A vehicle purchased to comply with ICT regulation is not considered surplus of emission reductions and therefore is not eligible for TFCA funding. Vehicle purchased that is above and beyond this requirement would be eligible for TFCA funding if the project meets all other requirements.

Zero Emission Bus Purchase Schedule (% of Total New Bus Purchases)

YEAR	LARGE TRANSIT	SMALL TRANSIT
2023	25%	-
2024	25%	-
2025	25%	-
2026	50%	25%
2027	50%	25%
2028	50%	25%
2029	100%	100%

For more information and updates on this regulation, visit the [Innovative Clean Transit Regulation website](#).

Documentation and Recordkeeping

Beginning in FYE 2012, Project files must be maintained by County Program Managers and Project Sponsors for a minimum of *five years* following completion of the Project Years of Effectiveness, versus three years as before. Project files must contain all related documentation including copies of CARB executive orders, quotes, mileage logs, fuel usage (if cost-effectiveness is based on fuel use), photographs of engines and frames that were required to be scrapped, and financial records, in order to document the funding of eligible and cost-effective projects. The record retention requirement can be satisfied with electronic files that are safely stored with data backup.

Guidance on inputs for the worksheets are as follows:

Instructions Tab

Provides instructions applicable to the relevant project type(s).

General Information Tab

Project Number, which has three parts:

1st – fiscal year in which project will be funded (e.g., 23 for FYE 2023).

2nd – County Program Manager; use the following abbreviations:

ALA – Alameda	CC – Contra Costa	MAR – Marin
NAP – Napa	SF – San Francisco	SM – San Mateo
SC – Santa Clara	SOL – Solano	SON – Sonoma

3rd – two-digit number identifying project; 00 is reserved for County Program Manager administrative costs.

Example: 23MAR04 = fiscal year ending **2023**, **Marin**, Project **#04**.

Project Title: *Short and descriptive* title of project, matching that on the Project Information Form.

Project Type Code: Insert **one and only one** of the following codes for the corresponding project type. If a project has multiple parts, use the code for the main component. Note that not all listed project types may be allowed in the current funding cycle.

Code	Project Type	Code	Project Type
0	Administrative costs	6c	Shuttle services – NG powered
	Alternative Fuel Heavy-Duty Trucks and Buses or On-Road Truck Replacements	6d	Shuttle services – EV powered
1a	NG buses (transit or shuttle buses)	6e	Shuttle services – Fuel cell powered
1b	EV buses	6f	Shuttle services – Hybrid vehicle
1c	Hybrid buses	6g	Shuttle services – Other fuel type
1d	Fuel cell buses	6h	Shuttle services w/TFCA purchased retrofit
1e	Buses – Alternative fuel	6i	Shuttle services – fleet uses various fuel types
2a	NG school buses		Bikeways and Bicycle Parking
2b	EV school buses	7a	Class 1 bicycle paths
2c	Hybrid school buses	7b	Class 2 bicycle lanes
2d	Fuel cell school buses	7c	Class 3 bicycle routes, bicycle boulevards
2e	School buses – Alternative fuel	7d	Bicycle lockers and cages
3a	Other heavy-duty – NG (street sweepers, garbage trucks)	7e	Bicycle racks
3b	Other heavy-duty – EV	7f	Bicycle racks on buses
3c	Other heavy-duty – Hybrid	7g	Attended bicycle parking (“bike station”)
3d	Other heavy-duty – Fuel cell	7h	Other type of bicycle project (e.g., bicycle loop detectors)
3e	Other heavy-duty - Alternative fuel (High Mileage)	7i	Bike share
3f	Other heavy-duty - Alternative fuel (Low Mileage)	7j	Class 4 cycle tracks or separated bikeways
	Alternative Fuel Light- and Medium-Duty Vehicles		Arterial Management
4a	Light-duty vehicles – NG	8a	Signal timing (Regular projects to speed traffic)
4b	Light-duty vehicles – EV	8b	Arterial Management – transit vehicle priority
4c	Light-duty vehicles – Hybrid	8c	Bus Stop Relocation
4d	Light-duty vehicles – Fuel cell	8d	Traffic roundabout
4e	Light-duty vehicles – Other clean fuel		Infrastructure Improvements for Trip Reduction
	Ridesharing Projects	9a	Smart growth – traffic calming
5a	Implement TROs (pre-1996 projects only)	9b	Smart growth – pedestrian improvements
5b	Regional Rideshare Program	9c	Smart growth – other types

Code	Project Type	Code	Project Type
5c	Incentive programs (for any alternative mode)	Miscellaneous	
5d	Guaranteed Ride Home programs	10a	Rail-bus integration
5e	Ridesharing – Vanpools (if cash incentive only, use 5c)	10b	Transit information / marketing
5f	Ridesharing – School carpool match	11a	Telecommuting demonstration
5g	Other ridesharing / trip reduction projects	11b	Congestion pricing demonstration
Bike Share		11c	Other demonstration project
5h	Trip reduction bicycle projects (e.g., police on bikes)	Alternative Fuel Infrastructure	
Last-Mile Connections		12a	Natural gas infrastructure
6a	Shuttle services – diesel powered	12b	Electric vehicle infrastructure
6b	Shuttle services – gasoline powered	12c	Alternative fuel infrastructure

County:	Use the same abbreviations as used in Project Number.
Worksheet Calculated by:	Name of person completing the worksheet.
Date of Submission:	Date submitted to the County Program Manager.
Project Sponsor Organization:	Organization responsible for the project.
Contact Name:	Name of individual responsible for implementing the project. Include all contact information requested (email, phone, address).
Project Start Date:	Date work begins on a project. Note: Project must meet Readiness Policy (Policy #6).
Project Completion Date:	Date the project was completed.
Final Report to CMA:	Date the Final Report was received by the County Program Manager. Note: County Program Managers must expend funds within two years of receipt, unless an application states that the project will take a longer period of time and is approved by the County Program Manager or the Air District.

Calculations Tab

Because the worksheets have many interrelated formulas and references, users must not add or delete rows or columns, or change any formulas, without consulting with the Air District. Several cells have input choices or information built in, as pull-down menus or comments in Excel. Pull-down menus are accessed by clicking on the cell. Comments are indicated by a small triangle in the upper right corner of a cell, and are made visible by resting the cursor over the cell.

Cost-Effectiveness Inputs

# Years of Effectiveness:	Equivalent to the administrative period of the grant. See inputs table below. The best practice is to use shortest value possible.
Total Project Cost:	Total cost of project including TFCA funding, sponsor funding, and funds contributed by other entities. Only include goods and services of which TFCA funding is an integral part.
TFCA Cost:	TFCA 40% County Program Manager Funds and the 60% Regional Funds (if any), listed separately.

Project Operational Start Year: The Year the Operation of project would begin (for service projects), or the Year the infrastructure is available for public use (for infrastructure projects).

Emission Reduction Calculations

Instructions and default values for each project type are provided in the table below. Default values for years of effectiveness are provided for the various project types. There are no defaults for Smart Growth projects, due to the wide variability in these projects.

Notes & Assumptions Tab

Provide an explanation of all assumptions used. If you choose to use assumptions or values different from those default values provided in the Air District's guidelines, **submit documentation and an explanation** about your inputs and assumptions to request approval from the Air District prior to awarding funds to the project.

Emission Factors Tab

This tab contains references for the Calculations tab. **No changes shall be made to this tab.**

Additional Information for Heavy-duty Vehicle Projects

CARB has adopted a number of standards and fleet rules that limit funding opportunities for on-road heavy-duty vehicles. See the below list of CARB rules that affect on-road heavy-duty fleets, followed by a reference sample CARB Executive Order. For assistance in determining whether a potential project is affected, contact Air District staff or consult Carl Moyer Implementation Charts at:

<http://www.arb.ca.gov/msprog/moyer/guidelines/supplemental-docs.htm>

Summary of On-Road Heavy-Duty Fleet Rules

Vehicle Type	Subject to CARB Fleet Rule?
Urban buses	Fleet Rule for Transit Agencies
Transit Fleet Vehicles	Fleet Rule for Transit Agencies
Solid Waste Collection Vehicles, excluding transfer trucks	Solid Waste Collection Vehicle Regulation
Municipal Vehicles and Utility Vehicles	Fleet Rule for Public Agencies and Utilities
Port and Drayage Trucks	Port Truck Regulation
All other On-road heavy-duty vehicles	On-road Rule

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

Policy No.	Project Category	Maximum C-E (\$/weighted ton)	Years of Effectiveness
22	Alternative Fuel Light- and Medium-Duty Vehicles	500,000	3 years recommended, 4 years max
23	Reserved	Reserved	Reserved
24	Alternative Fuel Heavy-Duty Trucks and Buses	500,000	3 years recommended, 4 years max
25	On-Road Truck Replacements	90,000	3 years recommended, 4 years max
26	Alternative Fuel Infrastructure	500,000	3 years recommended, 4 years max
27	Ridesharing Projects – Existing	150,000	2 years max
28	First- and Last-Mile Connections – Existing	200,000; 250,000 for services in CARE Areas or PDAs	2 years max
29.a.	First- and Last-Mile Connections – Pilot not in CARE Areas or PDAs. <i>These projects will be evaluated every year.</i>	Year 1 - 500,000 Year 2 and beyond - see Policy #28 shuttle is considered existing	2 years max
	First- and Last-Mile Connections – Pilot shuttle projects located in Highly Impacted Communities as defined in the Air District CARE Program and/or a Planned or Potential PDA may receive TFCA Funds under the Pilot designation. <i>These projects will be evaluated every year.</i>	Years 1 & 2 - 500,000 Year 3 and beyond - see Policy #28 shuttle is considered existing	2 years max
29.b.	Pilot Trip Reduction	500,000	2 years max
30.a.	Bicycle Parking	250,000	3 years max
30.b.	Bikeways	500,000	10 years max
31	Bike Share	500,000	5 years max
32	Arterial Management	250,000	2 years, or 4 years with retiming at 2 years
33	Infrastructure Improvements for Trip Reduction	500,000	10 years max
34	Telecommuting	150,000	2 years max

Emission Reduction Inputs

County Program Managers must describe all relevant assumptions used to determine the project's cost-effectiveness in the Notes & Assumptions tab. If a CPM seeks to use different default values or methodologies, it is advised that the CPM consult with Air District staff, before project approval, to avoid the risk of funding projects that are not eligible for TFCA funds.

Project Type/Worksheet Name	Input Data Needed	Default Assumptions
Trip Reduction (Existing and Pilot) Worksheet = Trip Reduction FYE 2023 <i>For Pilot Trip Reduction projects, follow the instructions of the most similar project type. Any deviations from the default assumptions used must be supported by documentation or data.</i>		
Project Type = 5a-h, 8b, 9a-c, 11a-c		
Ridesharing	# Years of Effectiveness	Enter in Cost Effectiveness Inputs, up to 2 years
	# Trips/Day (1-way) eliminated [% of target population (# employees)]	Enter in Step 1-Column A, 1% of target population
	Days/Yr	Enter in Step 1-Column B, 240 days (max.)
	Trip Length (1-way)	Step 1-Column C, Default = 16 miles (1-way commute distance from MTC's Commute Profile)
	# New Trips/Day (1-way) to access transit	Step 2-Column A, Default = 50% of # Trips/Day Eliminated (Step 1-Column A)
	Days/Yr	Enter in Step 2-Column B, same # as Step 1-Column B
	Trip Length (1-way)	Enter in Step 2-Column C, Default = 3 miles
	<i>For ridesharing, the default maximum number of vehicle trips reduced per day is 1% of target population.</i>	
School-Based Ridesharing	# Years of Effectiveness	Enter in Cost Effectiveness Inputs, up to 2 yrs
	# Trips/Day (1-way) eliminated [% of target population (total # students)]	Step 1-Column A, No Default
	Days/Yr	Enter in Step 1-Column B, 180 days (max.)
	Trip Length (1-way)	Step 1-Column C, 1-3 miles
	<i>For ridesharing, the default maximum number of vehicle trips reduced per day is 1% of target population.</i>	
Transit Incentive Campaigns	# Years of Effectiveness	Enter in Cost Effectiveness Inputs, up to 2 yrs
	# Trips/Day (1-way) eliminated [% of target population]. Use survey data if available.	Step 1-Column A, No default
	Days/Yr	Enter in Step 1-Column B, 90 days (max.) if # Trips/Day based on % of target population. If # Trips/Day based on participants, 240 days (max).

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	Trip Length (1-way), based on routes accessed	Step 1-Column C, No Default
	# New Trips/Day (1-way) to access transit	Step 2-Column A, 50% of # Trips/Day Eliminated (Step 1-Column A)
	Days/Yr (new trips)	Enter in Step 2-Column B - same as # days used in Step 1
	Trip Length (1-way) for new trips	Step 2-Column C, Default = 3 miles
<u>Guaranteed Ride Home Programs</u>	# Years of Effectiveness	Enter in Cost Effectiveness Inputs, up to 2 years
	# Trips/Day (1-way) eliminated	Enter in Step 1-Column A, 0.2% of target population.
	Days/Yr	Enter in Step 1-Column B, 240 days (Max.)
	Trip Length (1-way)	Step 1-Column C, Default = 16 miles
<u>Transit Vehicle Signal Prioritization</u>	# Years of Effectiveness	Enter in Cost Effectiveness Inputs, 2 yrs
	# Trips/Day (1-way) eliminated	Step 1-Column A, No Default
	Days/Yr	Enter in Step 1-Column B, 240 days (max)
	Trip Length (1-way)	Step 1-Column C, No Default Step 2-Column A, 50% of # Trips/Day Eliminated (Step 1-Column A) Step 2-Column B, same as Step 1-Column B Enter in Step 2-Column C, 3 miles
<u>Infrastructure Improvements for Trip Reduction</u> Note: Default assumption available for Years Effectiveness only. Provide detailed explanations (in Notes and Assumptions tab) of assumptions used for other inputs.	# Years of Effectiveness	Enter in Cost Effectiveness Inputs, 10 years max
Project Type =6a-i, 10a-b		
<u>Shuttle/Feeder Bus, Rail-Bus Integration, and Transit Information Systems</u>	# Years of Effectiveness	Cost Effectiveness Inputs, up to 2 years
	# Trips/Day (1-way) eliminated trips. Trips only from riders who previously would have driven.	Step 1-Column A For on-going service, use survey results For new service, use 50% of daily seating capacity of vehicle * 67% (% single-occupancy vehicles (SOV) from MTC Commuter Profile)

County Program Manager Fund Expenditure Plan Guidance FYE 2023

	Days/Yr eliminated trips	Step 1-Column B, Enter number of operating days. Default =240 days/yr.
	Trip Length (1-way) eliminated trips. Average trip length that will be eliminated due to shuttle passengers taking train/ferry in conjunction with the shuttle.	Enter in Step 1-Column C, a survey-based distance, or, if no survey, 16 miles for shuttles and 35 miles for vanpools
	# Trips/Day (1-way) new trips to access transit	Step 2-Column A, Use survey data or, if none, a default is 50% of # Trips/Day Eliminated (Step 1-Column A)
	Days/Yr new trips	Enter in Step 2-Column B, same # as in Step 1-Column B.
	Trip Length (1-way) new trips. Average trip length of shuttle passengers that drive from home to the BART/Caltrain station.	Enter in Step 2-Column C, a survey-based distance, or, if no survey, default is 3 miles for home-to-rail trips.
	<i>When possible, emissions from shuttle vehicles should be based on the vehicle engine Executive Order. County Program Manager should consult with Air District staff for guidance.</i>	
	Follow Step 3A for vans and shuttle vehicles 14,000 lbs. and lighter. Follow Step 3B for buses	
	# Vehicles, Model Year: Number of vehicles with same model year	Step 3A - Column A, no default.
	Emission Std.: Emission Standard from list provided.	3A - Column B, no default.
	Vehicle GVW: Weight Class from list provided.	3A - Column C, no default.
	ROG, NO_x, Exhaust PM₁₀, and Total PM₁₀ Factors: enter factor from appropriate table provided on Emission Factors tab—CARB Table 2 for vehicles model year 2004 and after, or CARB Table 7 for model years 1995-2003.	3A - Column D through G, no default
	CO₂ Factor: enter factor from CO ₂ Table for Light- and Light Heavy-Duty Shuttles, on Emission Factors tab.	3A - Column H, no default.
	Total annual VMT = [length of shuttle/van trip (one-way)] X [# one-way trips per day] X [# days of service per year]. For all vehicles listed in Step 3A.	3A - Column I, no default.
	<i>If a vehicle does not match the factors provided, County Program Manager should consult with Air District staff.</i>	

County Program Manager Fund Expenditure Plan Guidance FYE 2023

	ROG, NO_x, Exhaust PM₁₀, Other PM₁₀ and CO₂ Factors: enter factor from Emissions for Buses Table provided on Emission Factors tab.	Step 3B: Columns D through H, no default. Note that Step 3B uses Other PM ₁₀ , not Total PM ₁₀ .
	Total annual VMT = [length of shuttle/van trip (one-way)] X [# one-way trips per day] X [# days of service per year]. For all vehicles listed in Step 3B.	3B Column L, no default.
Project Type = 7a-j, 11a		
<u>Bikeways (Paths, Lanes, Routes)</u> Notes: <ul style="list-style-type: none"> For Class 1 projects, use the ADT on the most appropriate parallel road. For gap closure projects (where project will close a gap between two existing segments of bikeway), use the length for the total facility. The maximum number of vehicle trips reduced per day is 240. The Air District generally assumes that no bike project will reduce more than 240 vehicle trips per day. 	<i>Methodology to estimate number of trips reduced for bike paths, lanes, & routes is based on:</i> <ul style="list-style-type: none"> Facility type (Class 1, 2, 3, or 4) Length of the project segment Traffic volume (ADT) on the facility 	
	# Years of Effectiveness Class 1 bike path (or bike bridge) Class 2 bike lane Class 3 bike route Class 4 cycle tracks or separated bikeways	Enter in Cost Effectiveness Inputs: Not to exceed 10 years for Class 1 (trails/paths) Not to exceed 7 years for Class 2, Class 3 and Class 4
	# Trips/Day (1-way) eliminated (depends on length of project segment and ADT on project segment) Class 1 & Class 2 & Class 4 ADT ≤ 12,000 vehicles per day Class 1 & Class 2 & Class 4 ADT > 12,000 and ≤ 24,000 Class 1 & Class 2 & Class 4 ADT > 24,000 and ≤ 30,000 <i>Maximum is 30,000.</i>	Enter in Step 1-Column A: Length ≤ 1 mile = 0.4% ADT Length >1 and ≤ 2 miles = 0.6% ADT Length >2 miles = 0.8% ADT Length ≤ 1 mile = 0.3% ADT Length > 1 and ≤ 2 miles = 0.45% ADT Length > 2 miles = 0.6% ADT Length ≤ 1 mile = 0.25% ADT Length > 1 and ≤ 2 miles = 0.35% ADT Length > 2 miles = 0.45% ADT

County Program Manager Fund Expenditure Plan Guidance FYE 2023

	Class 3 bike route or bicycle blvd	Route \leq 1 mile = 0.1% ADT Route > 1 and \leq 2 miles = 0.15% ADT Route > 2 miles = 0.25% ADT Use 10% of the appropriate formula above
	Upgraded Class 1 & Upgraded Class 4	
	Days/Yr	Enter in Step 1-Column B, 240 days
	Trip Length (1-way)	Enter in Step 1-Column C, 3 miles. (Not same as segment length.)
<u>Bicycle Parking</u>	# Years of Effectiveness	Enter in Cost Effectiveness Inputs, 3 yrs
	# Trips/Day (1-way) eliminated	Enter in Step 1-Column A: Capacity of lockers x 2 trip/day Capacity of cages x 0.75 trips per day Capacity of racks x 0.5 trips per day
	Days/Yr	Enter in Step 1-Column B, 240 days
	Trip Length (1-way)	Enter in Step 1-Column C, 3 miles
<u>Bike Share</u>	# Years of Effectiveness	Enter in Cost Effectiveness Inputs, max. 5 yrs
	# Trips/Day (1-way) eliminated	Enter in Step 1-Column A: Number of bikes * 1.48 trips per day * 12% (actual vehicle trips replaced based on Shaheen research dated June 2015)
	Weekdays	
	Days/Yr	Enter in Step 1-Column B, 260 days
	Trip Length (1-way)	Enter in Step 1-Column C, 16 miles
	Weekends	
	Days/Yr	Enter in Step 1-Column B, 105 days
	Trip Length (1-way)	Enter in Step 1-Column C, 3 miles
<u>Telecommuting</u> Note: Default assumption available for Years Effectiveness only. Provide detailed explanations (in Notes and Assumptions tab) of assumptions used for other inputs.	# Years of Effectiveness	Cost Effectiveness Inputs, up to 2 years
Arterial Management		
Worksheet = Arterial Management FYE 2023		
Project Type = 8a-d		

County Program Manager Fund Expenditure Plan Guidance FYE 2023

Arterial Management (Signal Timing) Note: Data for traffic volume and vehicle speed must be generated concurrently (i.e., during the exact same day and time period)	# Years of Effectiveness	Enter in Cost Effectiveness Inputs: For signal timing/synchronization, 2 yrs or, with retiming required at 2 yrs, 4 yrs. Each project should include either 2- or 4-year segments, not both.
	Name of Arterial	Column A: Name of the arterial and the direction of travel.
	Segment Length (miles)	Enter under Column B the length of arterial over which speeds will be increased.
	Days/Yr	Enter under Column C the number of days per year over which the project would affect traffic. Default is 240 days.
	Time Period	Enter under Column D the time period over which the traffic volumes and speed will change (e.g., 4-7 PM). Include all the hours in a period that will benefit, not just the peak hour.
	Traffic Volume	Enter under Column E the traffic volume before the project for the corresponding Time Period and direction of travel that will make the stated speed change.
	Traffic Speed without the Project	Enter under Column F the average traffic speed along the length of the arterial before implementation of the project.
	Travel Speed with Project	Enter under Column G the average estimated traffic speed along the length of the arterial after implementation of the project. <i>Note: Maximum increase in speed is 25%.</i>
Alternative Fuel Heavy-Duty Vehicles and Infrastructure Worksheets = Vehicle 14,000 lbs + FYE 2023 Project Types = 1a-e, 2a-e, 3a-f, 12a-c		
Vehicle 14,000 lbs + <i>Use separate workbook and Project # for each set of vehicles with different # Years of Effectiveness or with different fuel types.</i>	Column AC, Project life (yrs.): # Years of Effectiveness.	Cost Effectiveness Inputs, 3 years is recommended - not to exceed 4 years.
	Column A, Unit #: A unique identifier. List each vehicle on a separate row.	Column A: No default
	Columns D through J, Baseline Emission Rate: NO _x , ROG, PM factors: See Moyer Table D-1, D-2 or D-4, based on your vehicle type, weight, and engine model year.	Columns D through I: For FYE 2023 alt-fuel heavy-duty vehicle projects, including urban buses, the baseline default is the Model Year 2010 emission standards (in Table D-2 this is the 2013+ (o.2 g/bhp-hr NO _x std)). Column J: If no existing vehicle is being replaced, the Baseline engine model year will be the year the new vehicle will be operational. If an existing vehicle is being replaced, the Baseline will be based on the existing engine model year of the vehicle.
	Column K, Annual VMT: Base on average vehicle miles traveled over 2 years, and document with 2 years of records.	Column K: No default.
	Column J, Baseline engine model year: Vehicle Executive Order Column L, Percent operation in Air District: Only the operation within the Air District's jurisdiction can be counted.	Column J: No default. Column L: No default.


County Program Manager Fund Expenditure Plan Guidance FYE 2023

	Columns N through S, New Emission Rate: NO _x , ROG, and PM: Use Executive Order values.		Columns N through S: For FYE 2023 heavy-duty vehicle projects, including urban buses, the new vehicle must be certified to <i>exceed</i> the Model Year 2010 standard of 0.2 g/bhp-hr of NO _x and 0.01 g/bhp-hr of PM, which are the default values. Some exceptions apply.
	<i>Note: FEL engines are not eligible for TFCA funding.</i>		
	<i>CARB certifies engines and provides the engine manufacturers with an Executive Order (EO) for each certified engine family. An example of an EO is shown at the end of this attachment. The EO includes general information about the certified engine such as engine family, displacement, horsepower rating(s), intended service class, and emission control systems. It also shows the applicable certification emission standards as well as the average emission levels measured during the actual certification test procedure. For the purpose of the TFCA Program, the certification emission standards are used to calculate emission reductions. The certification emission standards are shown in the row titled “(DIRECT) STD” under the respective “FTP” column headings for each pollutant. For instance, the Cummins 8.3 liter natural gas engine illustrated in the sample was certified to a combined oxides of nitrogen plus non-methane hydrocarbon (NO_x+NMHC) emission standard of 1.8 g/bhp-hr, a carbon monoxide (CO) emission standard of 15.5 g/bhp-hr, and a particulate matter (PM) emission standard of 0.03 g/bhp-hr.</i>		
	<i>In the case where an EO shows emission values in the rows labeled “AVERAGE STD” and/or “FEL”, the engine is certified for participation in an averaging, banking, and trading (AB&T) program. AB&T engines (i.e., all FEL-certified engines) are not eligible to participate in the TFCA Program for new vehicle purchase projects since emission benefits from an engine certified to an FEL level are not surplus emissions.</i>		
	Column V, Replacement Vehicle Cost: Must be supported by a quote for the new alt-fuel vehicle that exceeds standards.	Column V: No Default.	
	Column W, Maximum eligible funding %	Column W: 90% maximum eligible funding as indicated in the County Program Manager policy.	
	Column AB, Project start year.	Column AB: Start year when vehicle will be on the road.	
	Column AG, 90% of eligible cost	Column AG: 90% of value from Replacement Vehicle Cost, column V.	
	Columns AP – AR, Emission Reductions.	Columns AP – AR. Calculated automatically. Enter zero (0) if a reduction cannot be claimed.	
	<i>All reductions must be surplus to any regulatory, contractual, or other legally binding requirement.</i>		
<i>Note that if ROG values are not available for both the baseline and the proposed engine, ensure value is zero (0) for ROG, as no ROG emission reductions can be claimed.</i>			
Column AW, TFCA Funding Amount: Amount of total TFCA funding. The column total must equal Total TFCA Cost from Cost-Effectiveness Inputs at top of worksheet.			
Column AX, Actual Weighted CE w/o CRF--Miles Basis (\$/ton). Cost-effectiveness based on emissions	Column AX: Calculated automatically.		

County Program Manager Fund Expenditure Plan Guidance FYE 2023

	including weighted PM. Must meet Policy Requirements.	
	<p><i>Emissions and cost-effectiveness calculations can only be based on fuel usage for the following vehicles:</i></p> <ul style="list-style-type: none"> • Utility vehicles in idling service • Street sweepers • Solid waste collection vehicles <p><i>All other vehicles must use mileage basis. If using fuel-based calculations, usage must be based on two years of historical fuel usage documentation (e.g., fuel logs or purchase receipts.)</i></p>	
Alternative Fuel Vehicles and Infrastructure		
Worksheets = Vehicle 14,000 lbs & less FYE 2023, EV Infrastructure FYE 2023		
Project Types = 4a-e, 12a-c, including projects that replace heavy-duty vehicles with and buses with alternative fuel light-duty vehicles		
Alternative Fuel Vehicles and Infrastructure (Light- and Medium-Duty)	Vehicles	
	# Years of Effectiveness	3 years is recommended - 4 years max.
	Unit # / ID	List each vehicle separately.
	Current Standard and New Vehicle Standard	In the Baseline Emission Standard (Columns I through L) and Proposed Clean Vehicle Emission Standard (Columns M through P) refer to Emission Factor table. Vehicle replacement projects , use the existing vehicle's model year for the Baseline Emission section. Use the year of when the new vehicle will start operation for Proposed Emission section. Fleet expansion projects , use the "vehicle purchase year" for both Baseline and Proposed Emission factors.
	Cost-Effectiveness	Column U, automatically calculated. Each vehicle must meet the Policy requirements for cost-effectiveness.
	Avg Annual Miles: Base on average vehicle miles traveled over 2 years.	Column G: No default.
	Infrastructure	
	# Years of Effectiveness	3 recommended, 4 max
	Charger ID	List each charger separately
	Description	Enter description
Type	Select a type from types defined in Notes and Assumptions tab	
Rate (kW)	Enter the equipment's power output rate kW	
TFCA Funding	Enter total amount of TFCA funding requested for all charging stations	
Annual Usage (kWh)	(Rate kW) x (charger's estimated hours of usage per day) x (365 days per year) x (quantity of chargers)	

Sample CARB Executive Order for Heavy-Duty On-Road Engines

 CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY AIR RESOURCES BOARD	CUMMINS INC.	EXECUTIVE ORDER A-021-0571-1 New On-Road Heavy-Duty Engines Page 1 of 2 Pages
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Pursuant to the authority vested in the Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE ¹	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS ²	ECS & SPECIAL FEATURES ³	DIAGNOSTIC ⁶
			Diesel	Diesel	UB	DDI, TC, CAC, ECM, EGR, OC, SCR-U, PTOX	EMD
2012	CCEXH0729XAD	11.9	Diesel	Diesel	UB		
PRIMARY ENGINE'S IDLE EMISSIONS CONTROL ⁵			ADDITIONAL IDLE EMISSIONS CONTROL ⁵				
Exempt			N/A				
ENGINE (L)		ENGINE MODELS / CODES (rated power, in hp)					
11.9		ISX11.9 385 / 3865;FR20350 (379), ISX12 385 / 3865;FR20350 (379)					

* =not applicable; GVWR=gross vehicle weight rating; 13 CCR xyz=Title 13, California Code of Regulations, Section xyz; 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc; L=liter; hp=horsepower; kw=kilowatt; hr=hour;
¹ CNG/LNG=compressed/liquefied natural gas; LPG=liquefied petroleum gas; E85=85% ethanol fuel; MF=multi fuel a.k.a. BF=bi fuel; DF=dual fuel; FF=flexible fuel;
² L/M/H HDD=light/medium/heavy heavy-duty diesel; UB=urban bus; HDO=heavy duty Otto;
³ ECS=emission control system; TWC/OC=three-way/oxidizing catalyst; NAC=NOx adsorption catalyst; SCR-U / SCR-N=selective catalytic reduction – urea / – ammonia; WU (prefix) =warm-up catalyst; DPF=diesel particulate filter; PTOX=periodic trap oxidizer; HO2S/O2S=heated/oxygen sensor; HAFS/AFS=heated/air-fuel-ratio sensor (a.k.a., universal or linear oxygen sensor); TBI=throttle body fuel injection; SFIM/FI=sequential/multi port fuel injection; DGI=direct gasoline injection; GCARB=gaseous carburetor; IDI/DDI=indirect/direct diesel injection; TC/SC=turbo/super charger; CAC=charge air cooler; EGR / EGR-C=exhaust gas recirculation / cooled EGR; PAIR/AIR=pulse/secondary air injection; SPL=smoke puff limiter; ECM/PCM=engine/powertrain control module; EM=engine modification; 2 (prefix)=parallel; (2) (suffix)=in series; AMOX=ammonia oxidation catalyst;
⁵ ESS=engine shutdown system (per 13 CCR 1956.8(a)(6)(A)(1); 30g=30 g/hr NOx (per 13 CCR 1956.8(a)(6)(C); APS =internal combustion auxiliary power system; ALT=alternative method (per 13 CCR 1956.8(a)(6)(D); Exempt=exempted per 13 CCR 1956.8(a)(6)(B) or for CNG/LNG fuel systems; N/A=not applicable (e.g., Otto engines and vehicles);
⁶ EMD=engine manufacturer diagnostic system (13 CCR 1971); OBD=on-board diagnostic system (13 CCR 1971.1);

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.8; 2) the EURO and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, for this engine family. "Diesel" CO, EURO and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [] are those when tested on conventional test fuel. For multi-fueled engines, the STD and CERT values for default operation permitted in 13 CCR 1956.8 are in parentheses.)

in g/bhp-hr	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO
STD	0.14	0.14	0.20	0.20	*	*	15.5	15.5	0.01	0.01	*	*
FEL	*	*	*	*	*	*	*	*	*	*	*	*
CERT	0.04	0.01	0.12	0.09	*	*	1.1	0.00	0.004	0.002	*	*
NTE	0.21		0.30		*		19.4		0.02		*	

⁴ g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; EURO=Euro III European Steady-State Cycle, including RMCSET=ram mode cycle supplemental emissions testing; NTE=Not-to-Exceed; STD=standard or emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HC=non-methane/hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde. (Rev.: 2007-02-26)

BE IT FURTHER RESOLVED: Certification to the FEL(s) listed above, as applicable, is subject to the following terms, limitations and conditions. The FEL(s) is the emission level declared by the manufacturer and serves in lieu of an emission standard for certification purposes in any averaging, banking, or trading (ABT) programs. It will be used for determining compliance of any engine in this family and compliance with such ABT programs.


BE IT FURTHER RESOLVED: For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels), 13 CCR 1971 (engine manufacturer diagnostic) and 13 CCR 2035 et seq. (emission control warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

This Executive Order hereby supersedes Executive Order A-021-057 dated December 7, 2011.

Executed at El Monte, California on this 17 day of April 2012.


Annette Hebert, Chief
Mobile Source Operations Division



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Lost and Found Policy for Vine Transit

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Lost and Found Policy for Vine Transit.

EXECUTIVE SUMMARY

Vine Transit does not currently have a formal policy regarding the handling of lost and found items on its vehicles, bus stops, and transit facilities. In order to be consistent with other transit agencies and create a protocol that staff can follow when items are left behind, staff is asking the Board to approve the proposed Lost & Found Policy, included as Attachment 1 in this memo.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Libby Payan, Senior Program Planner/Administrator
(707) 259-8782 / Email: lpayan@nvta.ca.gov
SUBJECT: Lost & Found Policy for Vine Transit

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the Lost and Found Policy for Vine Transit.

COMMITTEE RECOMMENDATION

None

BACKGROUND

After recently assisting the customer service center with disposing of lost items, it was brought to staff's attention that Vine Transit does not currently have a formal Lost & Found Policy. In order to be consistent with other transit agencies and to create a policy to clarify the proper protocols for handling lost and found items, staff developed a Lost and Found Policy, included as Attachment 1 in this memo.

The policy provides direction for the proper safeguards, inventory, return or disposal of items found at any Vine Transit facility, bus stop, or vehicle. When an item, or multiple items, is located, Vine Transit personnel will take the item(s) to the customer service center where the items will be held for thirty (30) days. After that period, all unclaimed items become the property of Vine Transit. Certain items, such as perishable items or debris, will be safely disposed of daily. Riders can contact the customer service center by phone, in-person or submit a lost and found form by e-mail in order to retrieve their lost item(s).

After approval of the Policy, staff will update the Vine Transit website with Lost & Found information and include a downloadable Lost & Found form that riders can fill out and return to staff to retrieve lost items.

ALTERNATIVES

The Board could decide not to approve the Lost & Found Policy, which would prohibit Vine Transit from consistently following a protocol when personal items are mistakenly left behind and could result in claims made against NVTa for the loss or improper disposition of belongings.

ATTACHMENT(S)

- 1) Lost & Found Policy
- 2) Lost & Found Form



LOST AND FOUND POLICY

The purpose of this policy is to clarify Vine Transit's protocol for handling lost and found items. This policy provides direction for the proper safeguards, inventory, return or disposal of any items found at any Vine transit facility, bus stop, or vehicle. Vine Transit is not responsible for personal property left on transit facilities or buses. Personal items must not be left unattended in these locations. Any unattended items will be considered abandoned by the owner.

When an item, or multiple items, is located and the owner cannot be immediately identified, Vine Transit personnel will take the item(s) to the customer service center, located at the Soscol Gateway Transit Center at 625 Burnell Street, Napa, CA 94559. Staff will make an effort to reach out to the owner of a lost item if their contact information can be determined (including a phone number, email, mailing address, etc.). Vine Transit will store the misplaced items for a period of 30 days, and then will proceed to dispose or donate the unclaimed general items. After that period, all unclaimed items become the property of Napa Valley Transportation Authority. Perishable items, trash or debris, loose papers with no identifying information, personal hygiene items, non-prescription medication, and items deemed unhygienic or dangerous will be safely disposed of daily. Lost cash in excess of \$100 is turned over to the City of Napa Police Department after 15 days.

If you lost an item, you can either:

- 1) Call Vine Customer Service at (707) 251-2800 or 1-800-696-6443 and provide:
 - a. Your Name
 - b. A detailed description of the item(s) lost
 - c. Where you lost it (bus number, bus route, transit center, bus shelter, etc.)
 - d. When you lost it

If the customer service representative is able to locate your lost item, you will be contacted using the contact information provided, and the item may be reclaimed in person at the Soscol Gateway Transit Customer Service Window during normal business hours of 7:30AM – 5:30PM Monday through Friday and 10:00AM – 2:00PM Saturday and Sunday. To claim the item(s) in-person, you must present proper identification to prove you are the owner of the item(s). Items will only be held at the Soscol Gateway Transit Customer Service Window for 30 days following notification that the item has been located and may be reclaimed.

- 2) Fill out Vine Transit's Lost & Found Form (located below) and email the filled form to info@nvta.ca.gov. You can also mail the printed form to:

ATTN: Lost & Found
625 Burnell Street
Napa, CA 94558

After receiving the filled out form, staff will make a reasonable effort to locate your item(s) and will contact you after the attempt is made. If your item(s) were successfully located, you will need to visit the Soscot Gateway Transit Center Customer Service Window to pick it up during normal business hours of 7:30AM – 5:30PM Monday through Friday and 10:00AM – 2:00PM Saturday and Sunday. To claim the item(s) in-person, you must present proper identification to prove you are the owner of the item(s). Items will only be held at the Soscot Gateway Transit Customer Service Window for 30 days following notification that the item has been located and may be reclaimed.

NVTA, Vine Transit, or Transdev are not responsible for condition or whereabouts of any misplaced or lost item.



LOST AND FOUND FORM

Please fill out the form as detailed and accurately as possible. Please note that any items not claimed within 30 days are discarded or donated. When completed, please e-mail the filled out form to info@vinetransit.com If you have any questions please contact Customer Service at (707) 251-2800 or 1-800-696-6443.

Your Name:

What was lost?

Please describe the item(s) in as much detail as possible:

Where did you lose the item(s)? If you lost it on the bus, which route was the bus performing and/or what was the bus number?

Approximately what day & time did you lose the item(s)?

How would you like to be contacted?

E-mail

Phone

Email:

Phone:



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Citizen Advisory Committee (CAC) Member Appointment

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the appointment of Tom Kambe to the Citizen Advisory Committee as a member at large for a two (2) year term.

EXECUTIVE SUMMARY

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

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

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

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the appointment of member Tom Kambe to the Citizen Advisory Committee for a two (2) year term.

COMMITTEE RECOMMENDATION

None

BACKGROUND

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

The CAC has 19 members and 6 of those seats are currently vacant. NVRTA staff is actively recruiting to fill vacant positions. These include members representing the City of St. Helena, the City of Calistoga, Agriculture, Environmental Interest, Vintner, and Active Transportation. Since these vacant positions have been unsuccessfully filled for over 2 months, it is approved within the CAC bylaws, per Resolution 18-02 (Attachment 2), to allow an applicant serve in an at large capacity.

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

ALTERNATIVES

The Board could decide not to approve this appointment and the position would remain vacant.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

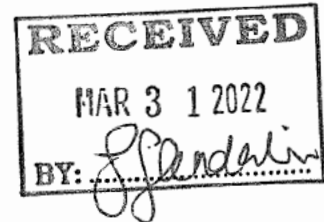
The CAC is comprised of members from the community representing various interests in Napa Valley. The purpose of the CAC is to advise the NVTA Board on projects and programs.

ATTACHMENTS

- 1) Tom Kambe CAC Application (Redacted)
- 2) Resolution 18-02



Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559
Tel. (707) 259-863 / Fax (707) 259-8638
www.nvta.ca.gov



COMMITTEE APPOINTMENT APPLICATION

Complete applications can be submitted by: (1) faxing to the Human Resources Administrator at (707) 259-8638 or (2) delivered/mailed to the NVTA Attention: Human Resources Administrator, 625 Burnell Street, Napa, CA 94559 or (3) Email to: jobs@nvta.ca.gov.

This application may be subject to disclosure under the Public Records Act

Applicant Information		
Application for Appointment to: (Name of Committee) Citizens Advisory Committee (CAC)		
Representing Field of _____		
Name: <u>Kambe</u>	Tom	Date: 30 March 2022
<i>Last</i>	<i>First</i>	<i>M.I.</i>
Address: _____		_____
<i>Street Address</i>		<i>Apartment/Unit #</i>
City	Napa	_____
Phone : _____		E-mail Address: tom@kambe.org

Current Occupation (within the last twelve (12) months)
retired

Current License (Professional or Occupational): Date of Issue and/or expiration including status:
Junior College Life Credential (to teach business and economics)—issued in 1970 CA Real Estate Broker—Issued initially in 1978, expires in June 2024 unless renewed
Education/Experience
(a resume may be attached containing this and any other information that would be helpful in evaluating your application)

Master of Business Administration—June 1968
Bachelor of Science in Commerce—June 1966

Community Participation
(nature of activity and community location)

Newport North HoA—Board and Banks Committee-Napa, CA
Napa Valley Music Associates—Board
Volunteer Center of Napa Valley—Board

Other Board/Commission/Committee on which you serve/have served

see above

References

Please list three individuals familiar with your background

Full Name: Hans Kolve Relationship: Friend & Former Consultant

Company : [REDACTED] Phone: [REDACTED]

Address: [REDACTED]

Full Name: John Salmon Relationship: Friend

Company : [REDACTED] Phone: [REDACTED]

Address: [REDACTED]

Full Name: Larry Gordon Relationship: Friend

Company : [REDACTED] Phone: [REDACTED]

Address: [REDACTED]

Name and Occupation of spouse within the last 12 months, if married (for Conflict of Interest purposes):
widowed

Please explain your reasons for wishing to serve, and in your opinion, how you feel you could contribute.

An important part of my career in the entitlement portion of real estate development required leading consultant teams in the creation of a project along with working with city and county governments, citizen committees, and property owners to obtain permits. Traffic considerations are always a major consideration of any project and I believe my 40 years experience in real estate, 30 of which was in the entitlement phase gives me a unique perspective and understanding of traffic concerns.

Disclaimer and Signature

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND NVTACONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS

Signature

: 

Date: 30 MARCH 2022



RESOLUTION No. 18-02

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AMENDING THE BYLAWS OF CITIZEN ADVISORY COMMITTEE

WHEREAS, the NVTA Board created the Citizen Advisory Committee (CAC) to address all modes of transportation and to include a broader representation and membership; and

WHEREAS, NVTA periodically updates its committee bylaws to be consistent with current agency directives and state and federal law; and

WHEREAS, the CAC bylaws require changes to be adopted by the NVTA Board; and

WHEREAS, NVTA wishes to amend Citizen Advisory Committee (CAC) bylaws to soften the language around committee membership allowing for more members at-large if specific seats cannot be filled;

NOW THEREFORE BE IT RESOLVED that the Napa Valley Transportation Authority hereby amends the bylaws for the Citizen Advisory Committee to read in full as set forth in Exhibit "A" attached hereto and incorporated by reference herein and the attached provisions of Exhibit "A" shall become effective immediately.

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 January 17, 2018, by the following vote:


Peter White, NVTA Chair

Ayes: Garcia(2), Joseph(2),
Barnes(1), Canning(1),
Techel(5), Pedroza(2),
Ramos(2), Galbraith(1),
White(1), Dorman(1),
Dunbar(1)

Nays: None

Absent: Gentry(5)

ATTEST:


Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:


Vicky A. Clayton, NVTA General Counsel

EXHIBIT "A"

Citizen Advisory Committee

BYLAWS

Article I - NAME

The name of this committee shall be the Citizen Advisory Committee (CAC). Establishment of the committee is authorized under section 4.4.4 of the Joint Powers Agreement of the Napa Valley Transportation Authority.

Article II - OBJECTIVE

The CAC serves to provide the Napa Valley Transportation Authority with advice, comments and suggestions pertaining to multi-modal plans, programs, and projects administered by NVTA of interest to the citizens of Napa County. The committee shall serve in an advisory capacity. Its objective will be to assist NVTA staff in developing plans and programs to address traffic congestion within a multi-modal framework. The functions of the committee shall include, but are not limited to the following:

1. Advise NVTA staff and the NVTA Board on plans including but not limited to Countywide Transportation Plans, Short Range Transit Plans, Active Transportation Plans, and project specific plans.
2. Advise NVTA staff and the NVTA Board on consumer issues related to the design of the VINE system, and its ancillary systems/services, performance, policies, marketing and communications.

Article III - COMPOSITION-QUALIFICATION AND TERMS

All CAC members shall be appointed by the Napa Valley Transportation Authority, and shall serve at the pleasure of the Napa Valley Transportation Authority. Members representing specific jurisdictions (*) will be nominated by their respective jurisdiction. The NVTA Board will strive to appoint Committee members that represent the diverse make-up of Napa Valley community including members of underrepresented groups. If specific representations cannot be filled, after the position opening has been posted and two (2) months have passed, the NVTA Board may fill the position with a member at large.

The CAC will consist of nineteen (19) members. NVTA will make every attempt to fill CAC members based on a diverse representation of the following factions:

Interest	Number of Members
American Canyon resident*	1
City of Napa resident *	1
County of Napa resident *	1
Town of Yountville resident *	1
City of St. Helena resident *	1
City of Calistoga resident *	1
Chamber Member	1
Vintner Member	1
Agriculture Member	1
Hospitality Member	1
Member Representing Environmental Interests	1
Member representing Senior Population	1
Member Representing Students	1
Non-profit organization and/or Education Field	1
Member representing Active Transportation Interests	1
Member representing Low Income Housing Interests	1
Member of the Paratransit Coordination Council	1
Member representing Health and Human Service interest and/or Healthcare field	1
Member at Large	1

Priority will be given to filling the committee with members listed above but if a specific seat cannot be filled, after the position opening has been posted and two (2) months have passed, a member at large may fill an open spot. If specific jurisdictional representation cannot be filled, after the position opening has been posted and two (2) months have passed, that spot may also be filled with a member at large. All members, while understanding that they may have been appointed by virtue of a particular position or interest they hold or represent, must also understand that they represent all the citizens of the community as advisory committee members.

Initial appointments to the Committee shall be six for a one-year term, seven for a two-year term and six for a three-year term. Subsequent to the initial appointment, the term of appointment shall be for two years, which may be renewed. Members shall draw lots to determine term of initial appointment.

Article IV - MEMBERSHIP WITHDRAWAL

Membership may be withdrawn for any of the following reasons at the direction of the NVTA Executive Director:

1. Three (3) consecutive unexcused absences or five (5) absences in an eighteen month period.
2. Misrepresentation at time of appointment with respect to personal use of NVTA's service.

3. If member does not reside in Napa County or ceases to represent the constituency to which the member was assigned

Article V - OFFICERS AND DUTIES

The committee members will elect a committee Chair and Vice-Chair by a majority of the members present at the November/December meeting. A quorum is necessary to hold the elections. Offices will be held for one year or until their successors are elected.

The Chair will preside at all meetings. Should the Chair be absent, the Vice-Chair will preside. In the unlikely event both Chair and Vice-Chair are absent; the remaining members will select an alternate member to preside.

The Chair may appoint ad hoc committees on an as-needed, non-scheduled basis to accomplish a specific task and report back to the full CAC. Ad hoc committees must have less than a quorum of CAC members and are exempt from the requirements of the Brown Act. The CAC may not direct the ad hoc committee on how to fulfill its function or when it should meet.

NVTA staff will provide the administrative support for the committee including providing minutes, mailing agendas to members, and any other related duties.

Article VI - MEETINGS

The CAC shall meet bi-monthly at a date, time and place set by resolution of the NVTA effective January 2016, unless otherwise scheduled by the majority of a quorum. Additional meetings may be required to address time sensitive matters.

All CAC meetings will be held in accordance the Ralph M. Brown Act (Government Code section 54950 et seq.). Agenda items will be agreed upon by the Chair and the NVTA staff representative, or upon motion of the committee. Any committee member may make recommendations for the agenda.

Each member shall have one (1) vote and a quorum shall consist of a majority of filled positions present. A majority vote of the quorum shall be necessary to present an issue to the Executive Director and to the NVTA Board of Directors.

- * All actions of the committee shall require the approval of a majority of the quorum present.

Article VII - PARLIAMENTARY PROCEDURE

The rules contained in "Standard Code of Parliamentary Procedure", by A. Sturgis, shall govern the Council in all cases to which they are applicable, and not inconsistent with the Bylaws of the Council.

Public Notice of all meetings shall be given pursuant to the Brown Act in compliance with the 72-hour posting deadline for regular meetings and the 24-hour deadline for special meetings.

Article VIII - PROHIBITED ACTIVITIES

No individual member shall represent the CAC to the general public or at a NVTAG Board meeting without majority vote of a quorum at a CAC meeting prior to the representation.

No CAC member will represent NVTAG to the general public without consent of the Executive Director (or designee) prior to the representation.

Article IX. IMPERTINENCE-DISTURBANCE AND MEETING

Any person, including committee members, making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The chairperson may order any person, including committee members, removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the chairperson may direct the meeting room cleared when deemed necessary to maintain order.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Agreement 22-C17 with Transloc, Inc. to Acquire an Automated Demand-Response Dispatch Software System

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to a contract with TransLoc, Inc. for up to 5-years for a new Automated Demand-Response Dispatch Software System.

EXECUTIVE SUMMARY

The Vine suite of services includes American Canyon Transit, St. Helena Transit, the Yountville Trolley, City of Napa On-Demand service, and the Calistoga Shuttle. NVTA has been operating an Automated Demand-Response Dispatching software system for these services since 2017. The contract for the existing service ends on June 30, 2022. This new Automated Demand-Response Dispatch Software System would replace the existing system and provide route and vehicle information in real-time, via a web and app interface, to users, schedulers, dispatchers and drivers, and provide a payment option for customers in the app. The primary purpose of the system is to facilitate daily demand-response service and accurate reporting.

NVTA released a RFP on January 14, 2022 and received five (5) proposals on February 18, 2022. The evaluation committee comprised of three NVTA staff members. Interviews were conducted with four (4) of the firms. The reviewers collectively rated XXX higher in all areas after a Best and Final Offer (BAFO). Table 1 below lists system costs and Table 2 below shows system funding.

FISCAL IMPACT

The total costs over the three-year contract plus the two optional years is \$404,500 and funded with Transportation Development Act funds included in the draft FY 22/23 and 23/24 budget.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager- Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Agreement 22-C17 with Transloc, Inc to Acquire an Automated Demand Response Dispatch Software System

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to a contract with Transloc, Inc for up to 5-years for a new Automated Demand-Response Dispatch Software System.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Vine suite of services includes American Canyon Transit, St. Helena Transit, the Yountville Trolley, City of Napa On-Demand service, and the Calistoga Shuttle. NVTA has been operating an Automated Demand-Response Dispatching software system for these services since 2017. NVTA first purchased its current system from Doublemap on April 19, 2017. Only two proposals were received in 2017 and the selection committee recommended the DoubleMap system for three years for a cost of \$150,665. NVTA has amended the contract twice to extend the expiration date and add reoccurring annual costs for two additional years. Doublemap is now part of Transloc.

Advances in technology and a desire to add payment options in the app prompted NVTA to consider updating its Automated Demand-Response Dispatch Software System. The new system will be able to complete the following tasks:

1. App, Web, and Call-in Scheduling;

2. Real-time Updates to Driver Manifests through Integrated Data Terminals;
3. Automated Alerts to immediately notify dispatcher of possible live service impacts;
4. "Trip-chain" based on vehicles proximity to newly requested trips and direction of travel (that simultaneously optimizes riders per vehicle and trip length);
5. Offer accurate predictive arrival system;
6. Monitor and notify customer of status;
7. Standard-based, open software API that provides a data stream from which additional interfaces can be developed (The goal here would be to integrate the fixed Route GTFS-RT and this API into a single map for use by dispatchers and customers);
8. Software to create ride and user restrictions based upon trip purpose, trip origination, or trip destination; and
9. Fare payment on the app to enable the rider to pay for their trip on their mobile device, tablet, wearables, etc.

NVTA released a RFP on January 14, 2022 and received five (5) proposals on February 18, 2022 from Cityway, Ecolane, HBSS Connect Corp, Liftango and Transloc. An evaluation committee comprised of three NVTA staff members. Panel members reviewed the responses and scored them based up the following factors:

- Qualifications and Experience of Project Team
- Project Methodology / Approach to Work
- System Functionality / Technical Solution
- Training and Support
- Cost / Cost Effectiveness

Interviews were conducted with the top four (4) firms the week of April 7th. Then NVTA's Program Manager- Public Transit visited Delaware County Transit (DelCo) which uses the HBSS system and River Parishes Transit Authority (RPTA) that deploys the Cityway system. NVTA did not go to a Transloc location because NVTA already operates an earlier version of their system. Staff also did not go to a Liftango location since it was similar to other systems that NVTA already uses for other VineGo services. NVTA Released a Best and Final Offer (BAFO) on April 5th, 2022 and received final offers at 2pm on Monday April 11th from four firms. The reviewers collectively rated Transloc Inc higher in all areas after a BAFO.

The draft agreement is for a period of up to three (3) years, with an option for two (2), one (1) year extensions at the discretion of staff is provided as Attachment 1.

ALTERNATIVES

The Board could decide not to authorize the Executive Director to enter in to contract with the Transloc, inc , which would result in one of the following:

1. Require the Vine system to return to a strictly call-in reservations system after June 30, 3022
2. Request that NVTa staff release a new RFP for an Automated Demand-Response Dispatch Software System.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The Automated Demand-Response Dispatch Software System handles dispatching with minimal staff involvement and keeps riders update on the location and arrival of their vehicle to minimize the time they spend waiting on the bus

ATTACHMENTS

- (1) Draft Automated Demand-Response Dispatch Software System Agreement No. C22-17 with Transloc, Inc.

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 22-C17

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2022, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and **TransLoc**, a Corporation registered to do business in the State of California, whose mailing address is 4505 Emperor Boulevard, Suite 120, Durham, NC 27703, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain a specialized technical and quality AUTOMATED DEMAND-RESPONSE DISPATCH SOFTWARE SYSTEM services for its Vine Fixed Route and ADA Paratransit fleet; and

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

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall **expire on June 30, 2027**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of not-to-exceed **\$404,500** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

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

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

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

provided, however, that NVTa may monitor the work performed by CONTRACTOR. NVTa shall

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

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

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

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

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

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

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

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

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

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTAs Risk Manager, which approval shall not be denied unless the NVTAs Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTAs Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTAs, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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

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

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

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

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

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

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

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

NVTA

Kate Miller
Executive Director
625 Burnell Street
Napa, CA 94559

CONTRACTOR

Elliott Baker
Enterprise Account Executive
4505 Emperor Boulevard, Suite 120
Durham, NC 27703

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

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

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

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

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

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

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and

numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTa to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTa may be given by its Executive Director.

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

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

19. **Interpretation; Venue.**

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

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

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

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

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

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

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify

and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least three (3) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

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

of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

(c) Campaign Contribution Disclosure. CONTRACTOR has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit D.

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

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

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

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

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

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

31. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURE PAGE TO FOLLOW]

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

“NVT A”

“CONTRACTOR”
TransLōc

By _____
KATE MILLER, Executive Director

By _____
ELLIOT BAKER
Enterprise Account Executive

ATTEST:

By _____
GREG JORGENSEN, CFO

By _____
LAURA SANDERLIN, Board Secretary

APPROVED AS TO FORM:

By _____
NVT A General Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide, but not limited to, the following services:

Task 1 Project Kickoff. CONTRACTOR shall present an initial kickoff meeting either virtually or in-person at the NVTA Administrative offices at 625 Burnell St, Napa, CA 94559. The purpose of this meeting is to have the CONTRACTOR present its plan for developing specific project work tasks for implementation of assigned work.

CONTRACTOR shall attend the kickoff meeting and is to be held within one (1) week after issuance of the Notice to Proceed. The objective of the kickoff meeting is to:

- a. Review any exceptions or substitutions proposed by CONTRACTOR; and
- b. Review the project plan, budget and technical risk factors.

The CONTRACTOR shall provide a mitigation plan for each risk identified, including a description of current and anticipated project problem areas or risks and steps to be taken to resolve each problem.

The CONTRACTOR shall be responsible for preparing and distribution Kickoff Meeting materials to the NVTA Program Manager, and preparing and submitting the minutes of the meeting.

Task 2 System Design. Using the functional specifications included in this document as a baseline, the CONTRACTOR shall perform any additional analysis required and develop the Draft System Design Document that describes the Automated Demand-Response Dispatching Software System in technical detail.

The CONTRACTOR shall provide NVTA with a Draft System Design Outline document. This document shall include, but is not limited to the following topics:

- System architecture.
- Overview and configuration of the subsystems.
- Functional descriptions of the system and associated subsystems.

- Specific functions and operations of the system's software and hardware.
- Software architecture with hierarchical structure of components and data structures.
- Systems databases.
- Interfaces to existing NVTAs systems.
- Communications systems and coverage.
- System networking and communications.
- System configuration.

Upon NVTAs review and approval, the CONTRACTOR shall further analyze the tasks and details required and develop the System Design Document.

The technical details of the System Design Document shall be presented at the System Design Review.

Task 3 Integration and Testing. The CONTRACTOR shall analyze all tasks required and shall develop a System Integration and Test Plan. This Plan shall establish NVTAs system integration and test requirements. The document shall provide a detailed, structured set of tasks to be performed by the CONTRACTOR. This Plan shall also include the following:

- Detailed test procedures developed to support integration.
- Detailed interface documentation to support data messaging.

As part of the integration and test process the CONTRACTOR shall install a complete configuration of equipment and software in a room approved by NVTAs. This configuration of equipment and software will constitute a NVTAs Test Bed to be used throughout the project and beyond.

Completion of these tasks and utilization of the Test Bed shall demonstrate that the requirements of the system have been satisfied and the system is suitable for operation.

Task 4 System Integration and Test Review. The system integration and Test Review and its associated materials are critical to project success.

1. The technical details of the CONTRACTOR's System Draft Plan shall be presented at the System Integration and Test Review.
2. Any unresolved open issues, as determined by NVTAs, will need to be closed prior to issuance by NVTAs of acceptance

of the CONTRACTOR's System Integration and Test Review.

3. The CONTRACTOR shall revise Draft Plan and deliver the plan to NVTA for formal approval.
4. An approved Plan shall be required prior to the start of any formal testing.
5. The CONTRACTOR shall provide a formal notification to NVTA at least two weeks prior to the beginning of any formal testing.

Task 5 Implementation and Testing

1. The System Implementation Guidelines shall be established for the NVTA system implementation requirements. This document shall provide a detailed, structured set of installation tasks to be performed by the CONTRACTOR.
2. The CONTRACTOR shall analyze the tasks required and provide NVTA with a Draft System Implementation Plan. This document shall provide a detailed schedule. An approved System Implementation Plan is required prior to the start of any implementation.
3. The CONTRACTOR shall provide a formal notification to NVTA at least two (2) weeks prior to the beginning of any formal testing.
4. The CONTRACTOR shall analyze the tasks required and provide NVTA with a Draft Training Plan in accordance with training requirements described in this Request for Proposals, including a detailed schedule. Submission of the approved Training Plan document is required two weeks prior to implementation.

Task 6 System Acceptance Testing. System Acceptance Testing shall be performed by the CONTRACTOR and evaluated by NVTA, with CONTRACTOR and NVTA staff present at a time agreeable to all parties. System acceptance tests will exercise all system components.

1. The CONTRACTOR shall analyze the tasks required and provide NVTA with a required Draft System Acceptance Testing Plan, including detailed schedule. Submission of the approved System Acceptance Plan document is required prior to the start of Acceptance Testing.
2. The CONTRACTOR shall provide a formal notification to NVTA at least two weeks prior to the beginning of any formal Acceptance Testing.

A. PROJECT MANAGEMENT

Project management will be a key responsibility of the selected CONTRACTOR. The CONTRACTOR's Project Manager assigned to the NVTA project shall have the authority to make commitments and decisions that are binding, within the limits of the Agreement.

NVTA will designate its Project Manager who will coordinate all NVTA project activities. All communications between NVTA and the CONTRACTOR shall be coordinated through their respective Project Managers.

2. The CONTRACTOR's Project Manager shall be responsible for at least the following:
 - a) Provide periodic updates to the work plan and schedules. Changes to the work plan and schedules that exceed 10% of the baseline require written approval by NVTA.
 - b) Submit status reports detailing progress toward fulfilling objectives in the work plan and its project schedule, and highlighting items on the critical path. Status reports shall also include the status of risk mitigation efforts.
 - c) Coordinate project resources and work so those milestones are met in an efficient manner. Tasks will be laid out to minimize implementation time and cost while taking into consideration resource and time constraints such as NVTA staff availability. The CONTRACTOR and NVTA project manager will ensure that individuals performing tasks have appropriate skill levels and credentials.
 - d) Coordinate all required deliverables, installation and configuration of software and hardware, documentation and training as described herein.
 - e) Participate in weekly online project meetings
3. NVTA requires the following deliverables from the CONTRACTOR in order to monitor progress and ensure compliance:
 - a) Detailed Work Plan (due ten days after Notice to Proceed.) The Work Plan shall detail the work effort of the deliverable(s) in hours or days (based on one person working on the activity full-time.)
 - b) Staffing Plan (due seven days after Notice to Proceed.)
 - c) Monthly Progress Report.
4. The CONTRACTOR shall prepare progress reports as follows:

- a) Bi-monthly reports due within five (5) working days of the end of the preceding week during the kickoff and design phases of the project.
 - b) Weekly status reports for the remainder of the project, due within two (2) working days of the end of each week.
5. The progress report shall include the following items:
- a) An updated project schedule with explanations of any deviations from the planned delivery schedule. The explanation shall include the anticipated impact of any delays and a plan for returning to the target schedule. All delays shall be factored into the project schedule as soon as the CONTRACTOR's Project Manager is aware of them. In addition, all changes to the schedule since the last progress report shall be identified.
 - b) An updated list of all correspondence transmitted and received.
 - c) An updated documentation schedule, highlighting the documents to be transmitted for review during the next reporting periods.
 - d) An Action Item Data Base (or spreadsheet) shall be established and maintained to support closure of action items in a timely manner. Open action items shall be discussed weekly with NVTa. An updated list of CONTRACTOR and NVTa action items with status and required resolution dates shall be included as part of each progress report.
 - e) A summary of pending and upcoming CONTRACTOR and NVTa activities during the next two reporting periods along with required completion dates.
 - f) The status of unresolved contract questions and change requests.

B. TRAINING

The CONTRACTOR shall provide all training of NVTa and NVTa's bus operations CONTRACTOR staff and any other Direct Access staff designated by NVTa and required for successful implementation and operation of the system. The length of sessions proposed per training type shall be adequate to cover the required material in sufficient depth for the trainees to perform their responsibilities on the CONTRACTOR's system. NVTa's training philosophy is a "train-the-trainer" concept with a maximum utilization of CONTRACTOR generated course materials.

The CONTRACTOR shall provide a list of the types of training required, recommended courses, content, length, and proposed schedule as part for their response. Courses needed to address the following staff positions. These positions include but are not limited to:

- Customer Service Representatives and Supervisors
- Routers/Schedulers
- Dispatchers
- Information Technology Staff
- Administrative Staff
- Management

The CONTRACTOR shall maximize its use of existing Computer Based Training courseware and MS PowerPoint to accommodate training. For each type of training, CONTRACTOR shall provide a Student Training Manual for each trainee (in both hard-copy and electronic format) and an Instructor Training Manual (in both hard-copy and electronic format) for use in providing equivalent training sessions in the future.

The CONTRACTOR shall video record all sessions and provide copies to NVTA. NVTA and TransDev will provide classroom space at their facility.

1. Instructors. The principal instructors provided by the CONTRACTOR shall have had previous formal classroom instructor training and relevant experience with the system. The instructors shall demonstrate a thorough knowledge of the material covered in the courses, including interfaces to neighboring (connected) subsystems, as applicable, and familiarity with the training manuals, system documentation tools, and training aids used in the courses. When prerecorded lectures or other video presentations are part of a training course, the lecturer or a qualified substitute instructor shall be present to supplement and answer questions and discuss on the recorded material. A qualified instructor shall be present in person for training on all specific system elements. NVTA has the right to review and approve all instructors. Should an instructor prove unsatisfactory to NVTA, the CONTRACTOR shall provide a suitable replacement.

2. Manuals and Instructional Aids. The CONTRACTOR shall prepare training manuals and submit them to NVTA for review prior to the start of classroom instruction. The training manuals shall be prepared specifically for use as training aids. Principal documents used for training shall be tailored to reflect all system hardware, software, and user requirements. Upon completion of each course, instructor's manuals, training manuals, and training aids shall become property of NVTA, and CONTRACTOR will assign copyrights to NVTA. As part of the delivered system documentation and the final documentation, the CONTRACTOR shall supply NVTA with all changes and revisions to the training manuals and other training documentation. NVTA shall have the right to copy all training manuals and aids for use in NVTA training courses. The CONTRACTOR shall furnish for use during training courses all special tools; equipment, training aids, and any other materials required to train course participants. The number of special tools and other training equipment shall be adequate for the number of participants attending the course.

C. DELIVERABLES

The CONTRACTOR shall develop the following key deliverables; however, other interim deliverables may be created during the process.

Deliverable 1: System Implementation Design

The CONTRACTOR shall prepare and submit the System Design and Implementation Plan to the Project Manager for approval prior to any installation. The plan should include at the least the following components:

- a) Project Plan and schedule;
- b) System Architecture for production and test environments, including telephone components;
- c) Spoken Menu Structure;
- d) Based Configuration of Administrative tools and default parameters;
- e) Data import and export design including integration plan and design; Test and Training Plans;
- f) Installation and Production Deployment Plan;

Deliverable 2: System Installation

The CONTRACTOR, with NVTA assistance, shall install the test system and contracted software meeting NVTA's requirements for security and stability. NVTA will implement monitoring, backup, and security software to support and maintain the system.

Deliverable 3: Base/Test System Configuration and Data Population

The CONTRACTOR, with NVTA collaboration, shall configure the test system to include:

- a) At least two, single mode, fully-populated transit data sets
- b) Fully layered, structured voice menus
- c) All required speech data to support required functionality
- d) All required system data to support required functionality
- e) Administrator accounts, access and permission setups

Deliverable 4: Test Execution

Testing shall be performed according to the Test Plan and shall consist of, but is not limited to the following areas:

- a) Integration Test to validate transit data import and export requirements.
- b) Interface Test (Administrative Users) to verify administrative functions.
- c) User Test (Customer Perspective, including customers with

- disabilities)to verify ease-of-use.
- d) Operations Test to validate backup, recovery and failure recoveryprocedures.
- e) Data analysis/procedures to demonstrate successful operations of allfunctionality over time.

The CONTRACTOR shall administer QA/Testing and document results to ensure that all system components and procedures work properly.

Deliverable 5: Production Deployment

The implementation shall consist of performing pre-test on the customer interface to ensure proper operations.

Deliverable 6: Documentation

The CONTRACTOR shall provide NVTA with documentation necessary to effectively fulfill all of the system roles (IVR administration, operations and maintenance, etc.).

Documentation includes, but is not limited to:

- a) All project documentation (plans, status, design, architecture, etc.)
- b) All build instructions
- c) User Administrator documentation
- d) Technical support documentation (Maintenance Plans, Update Plans,etc.)
- e) Examples and samples

Deliverable 7: Training

The CONTRACTOR shall train the NVTA administrators to enable them to fully manage and maintain the IVR System.

Deliverable 8: Production Acceptance

Production Acceptance shall be performed with all components and subsystems completely functional, operational, online, and in service. NVTA will monitor to ensure appropriate functioning of the IVR System from an administrative and customer standpoint. CONTRACTOR shall provide system reliability and usability metrics showing the performance. During Acceptance, CONTRACTOR shall provide support in accordance with the warranty.

D. DOCUMENTATION

Complete system documentation shall be submitted for NVTA approval. Documentation shall at least meet the CONTRACTOR's documentation standard evidenced in their response. A unique CONTRACTOR document number and system name shall identify each document. When a document is revised for any reason, a number, date, and subject in a revision block along with an indication of official approval by the CONTRACTOR's Project Manager shall indicate each such revision.

The CONTRACTOR shall provide a document index identifying all documents to be provided with the system. This includes all documents supplied with original equipment manufacturer (OEM) hardware/software and the CONTRACTOR's own documents. The index shall describe each document and the document's purpose, to help the user locate the appropriate document in the set of all system documentation.

NVTA shall receive all draft system documents prior to the start of testing unless directed otherwise. CONTRACTOR-supplied documentation shall be provided in an electronic PDF file format.

Final documentation shall be easily reproducible by NVTA and NVTA shall have the right to reproduce any documents supplied under this contract for its own needs. With respect to records claimed by the CONTRACTOR to be proprietary or confidential, NVTA will use good faith efforts to maintain the confidentiality of the records in accordance with the provisions of the California Public Records Act.

1. **Document Review and Approval Rights.** To ensure that the proposed project conforms to the specific provisions and general intent of the Functional Specification the CONTRACTOR shall submit all documentation to NVTA for review and approval prior to finalizing the documents. NVTA shall have the right to require the CONTRACTOR to make any necessary documentation changes at no additional cost to NVTA to achieve conformance with the specification. Any purchasing, manufacturing, or programming implementation initiated prior to NVTA's written approval of the relevant documents shall be performed at the CONTRACTOR's risk. Review and approval by NVTA shall not relieve the CONTRACTOR of its overall responsibilities to satisfy system functions and features in accordance with the specification.

2. **Original Equipment Manufacture Document Review.** Documentation of standard, third party hardware and software (if applicable) shall be furnished for NVTA review. NVTA reserves the right to determine whether the documentation accurately and completely describes all features and options of the hardware and software that pertain to the system.

3. CONTRACTOR and Third Party Document Review. The CONTRACTOR's and third party hardware and software may need, if applicable, to be customized to fully conform to the requirements contained within this document. NVTa shall have, in addition to the approval rights described above, full approval over the portions of the relevant document's content and format pertaining to the modified or custom hardware, software, and firmware.

4. System Documentation. System documents are those that describe the system hardware and software in technical detail. System administrators, site administrators and maintenance staff will use system documents to administer and modify the system, replace and upgrade hardware/software, and to identify and solve problems.

5. Configuration Control of Software, Hardware, Documents, and Training. The CONTRACTOR shall develop and maintain three (3) inventory lists. The following inventory lists provide examples of the type of information required.

- a. An inventory of all software and firmware, including product, version, purpose, and installed location.
- b. An inventory of all hardware, and installed location (if applicable).
- c. An inventory of all training material and classes presented.
This shall also include dates, attendees, and class records.

These shall be maintained and kept current by the CONTRACTOR until final acceptance of the system and copies shall be provided.

6. Standard Software/Hardware. Installation, user and reference documentation for standard software/hardware shall be provided for NVTa review and approval in accordance with the requirements defined herein. Standard software/hardware is defined as commercial off-the-shelf products that fully satisfy the requirements of the Request for Proposal without the need for modification.

7. Program Source Code. NVTa must be assured that its investment will be protected in the event that the CONTRACTOR becomes unwilling or unable to support it. NVTa is willing to negotiate non-disclosure, escrow or other agreements between the CONTRACTOR and NVTa. Details of hardware and software designs shall be fully disclosed to NVTa. If CONTRACTOR is unwilling to fully disclose software designs, CONTRACTOR may negotiate placing such designs in escrow. Nothing contained herein shall require CONTRACTOR to place in escrow designs for commercially available off-the-shelf ("COTS")

software that are not normally made available to CONTRACTOR by the supplier thereof. The CONTRACTOR shall provide NVTA with a machine-readable copy of all source code, and build support files for all components of the system. This includes code and help source files, "make", batch and project files, libraries, and other compile/link components. The CONTRACTOR shall also document the environmental (i.e., hardware and software) variables within which the code is run. CONTRACTOR shall provide updates for source files as program updates are released during the initial and subsequent warranty and technical support periods.

8. Software Ownership and Rights in Technical Data. NVTA specific application software specifically and exclusively designed for the NVTA system shall be the property of NVTA, and shall be delivered together with source code, associated hardware and all applicable documentation. To protect the interest of NVTA the source code will be held in escrow through the completion of the contract. NVTA shall have the right to modify the NVTA-specific application software, however modification shall void any remaining warranty or liability associated with the software modified. Any liabilities for software not modified shall not be void. CONTRACTOR shall present a list of all NVTA- specific application software for review and approval by NVTA at the System Design Review. In no event shall the CONTRACTOR patent, copyright, or assume any other such ownership rights with respect to NVTA-specific application software. Without limiting the generality of the foregoing, the CONTRACTOR shall retain all rights to proprietary information held by the CONTRACTOR prior to execution of the Agreement and subsequently used by the CONTRACTOR in the performance of the work under this RFP. Proprietary information include "trade secrets" as defined in 18 U.S.C. §1839 as well as all intellectual property for which the CONTRACTOR holds a current patent or copyright recognized under United States law.

The CONTRACTOR shall grant to NVTA a non-transferable, non-exclusive, royalty-free right to use for the operation and maintenance of the system only.

- a. The inventions claimed in any patents owned by the CONTRACTOR or licensed for the CONTRACTOR's use.
- b. Any copyrighted works it owns or is licensed to use, for the lives of such patents, licenses or copyrights.
- c. That the CONTRACTOR also grants to NVTA the right to use any trade secret or other such proprietary right royalty-free to the extent that such trade secret or right is incorporated in any work performed under this contract.

The above provisions will bind sub-contractors of the CONTRACTOR to the same extent as they bind the CONTRACTOR; however, the above provisions shall not be applicable to the acquisition of commercially available, off-the-shelf software for the work performed under this Agreement.

9. **Database Design.** As part of the System Design document, CONTRACTOR shall provide database design documentation that completely describes both the logical and physical structure of the NVTa system database. The documentation shall define and describe the individual elements (file, tables, records and fields) and the relationships among them. Detail shall also include a detailed data dictionary. Any portions of the database developed or modified specifically for NVTa's system shall be identified. Note that this requirement is for complete and thorough description of the physical and logical database schema. This will permit NVTa to develop and maintain interfaces between the system database and other applications, and will facilitate the development of complex custom reports and interfaces to other systems.

E. NOTICE OF COMPLETION

When the Final Acceptance Test has been satisfactorily completed; NVTa shall issue a Letter of Completion to the CONTRACTOR indicating the date of such completion. The CONTRACTOR shall record the Notice of Completion upon receipt of the NVTa completion letter. This date of record shall be the start of the one (1) year warranty period.

F. WARRANTY

The CONTRACTOR shall fully warrant all equipment and software furnished hereunder against defect in materials and/or workmanship for a minimum period of twelve (12) months from date of Notice of Completion by NVTa. If the standard manufacturer's warranty period is greater than a twelve (12) month period, the CONTRACTOR shall provide the relevant warranty information in the response. If the CONTRACTOR is not the software manufacturer, this shall not preclude the CONTRACTOR's responsibility to provide the warranty. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the CONTRACTOR will, without delay and with the least practicable inconvenience to NVTa and without further cost to NVTa, repair or replace defective or otherwise unsatisfactory material furnished by the CONTRACTOR, or workmanship performed by the CONTRACTOR in any parts of said work. Should the CONTRACTOR fail to act promptly in accordance with these requirements, or should the demand of the case require repairs or replacements to be made before the CONTRACTOR can be notified or can respond to notification. The CONTRACTOR hereby agrees that NVTa shall have the right to make the necessary repairs or replacements at the expense incidental to making good any and all of the above guarantees and agreements.

1. **Extended Warranty Agreement.** The CONTRACTOR shall provide NVTa a cost estimate for an optional five-year unconditional warranty,

including 24/7 technical support, maintenance, parts and labor, beyond the initial one-year warranty period. The extended warranty plan shall include the aggregate cost of an initial three-year extended warranty period and then the annual costs to extend the warranty into years four and five. NVTA will retain the option to renew the extended warranty for the initial three-year period, then on an annual basis for years four and five.

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

EXHIBIT B

FEE SCHEDULE

AUTOMATED DEMAND-RESPONSE DISPATCH SOFTWARE SYSTEM

DESCRIPTION		AMOUNT
Project Management		\$ 8,800
Equipment & Software	Year 1-3 @ \$79,200/year	\$ 237,600
(Includes software license fee, and maintenance services)	Year 4-5 @ \$79,200/year	\$ 158,400
TOTAL COST		\$ 404,500

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed the amount shown per task and/or the total amount shown under EXHIBIT B of \$404,500.

Maximum payments under this Agreement shall not be construed as guaranteed sums.

Subject to the Agreement, CONTRACTOR shall periodically invoice NVTa based on progress towards completion of each task/deliverables listed.

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1. AMENDMENTS

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

2. TERMINATION

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

3. RETENTION OF RECORDS

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

4. AUDITS

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

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

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE project goal of 0 percent has been established for this project. NVTA has an overall established DBE goal of 2.8 percent. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

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

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

1. A finding of material breach of contract

2. Suspension of payment of invoices

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

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

8. VETERAN'S PREFERENCE

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

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

10. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

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

11. ENERGY CONSERVATION PLAN

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

12. DEBARMENT

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

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

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

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

13. CLEAN AIR AND WATER POLLUTION ACTS

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

14. LOBBYING

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

15. INDEMNIFICATION

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

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

16. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTa, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTa as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and are herein incorporated by this reference and made a part hereof.

17. BUY AMERICA REGULATIONS

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

18. COMPLIANCE WITH FTA REGULATIONS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTa and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

19. DAVIS-BACON ACT

(a) Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Withholding

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

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

(c) Payrolls and basic records

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

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

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

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

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

in Regulations, 29 CFR part not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(d) Apprentices and Trainees

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

REQUIRED FEDERAL CONTRACT CLAUSES

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

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

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

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

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

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

in 29 CFR 5.12. Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(i) Certification of eligibility:

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

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

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

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

REQUIRED FEDERAL CONTRACT CLAUSES

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

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

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

23. CARGO PREFERENCE-U.S.FLAG

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

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

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

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

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

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

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

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

24. SAFE OPERATION OF MOTOR VEHICLES

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

25. BUS TESTING

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

26. PREAWARD REVIEW AND POST DELIVERY REVIEW

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

27. SEISMIC SAFETY

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

28. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this contract.

29. BONDING REQUIREMENTS

For those construction or facility improvement contracts or

REQUIRED FEDERAL CONTRACT CLAUSES

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

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

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

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

a) Performance bonds

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

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

b) Payment bonds

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

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

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

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

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

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

payment bond necessary to protect NVTA.

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

Warranty of the Work and Maintenance Bonds

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

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

30. RECYCLED PRODUCTS PREFERENCE

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

31. PRIVACY ACT

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

32. BREACHES AND DISPUTE RESOLUTION

In compliance with FTA Circular 4220.1F:

Disputes – Disputes arising in the performance of this Contract which

REQUIRED FEDERAL CONTRACT CLAUSES

are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NVTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of copy, the contractor mails or otherwise furnishes a written appeal to the NVTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the NVTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

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

33. ADA ACCESS REQUIREMENTS

Contractor must comply with the requirements that are applicable to

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

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

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

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

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

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

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

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

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

J. U.S. Federal Communications Commission

regulations, "Telecommunications relay Services and Related Customer Premises equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

2022 Regional Transportation Improvement Program (RTIP)

STAFF RECOMMENDATION

That the Board approve the revised 2022 RTIP project list (Attachment 1) to include \$2,000,000 to the County of Napa future Vine Trail segment – St. Helena to Yountville.

EXECUTIVE SUMMARY

To gap the Calistoga to St. Helena Vine Trail shortfall Napa Valley Transportation Authority (NVTA) staff worked with funding partners and local jurisdictions on various solutions. One of the solutions was to use excess Regional Transportation Improvement Program (RTIP) funds that were originally programmed to Soscot Junction for the Vine Trail project. The RTIP funds cannot be directly programmed to the Calistoga to St. Helena Vine Trail project due to programming rules but Napa County has agreed to provide \$2 million in general fund monies to fund the Calistoga-St. Helena segment in return for future RTIP funds for the St. Helena to Yountville segment.

FISCAL IMPACT

No. RTIP revenues are pass-through and do not affect NVTA's budget.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director, Capital Development and Planning
(707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: 2022 Regional Transportation Improvement Program (RTIP)

RECOMMENDATION

That the NVRTA Board amend the 2022 RTIP project list (Attachment 1) to include \$2 million for the Napa County for the Vine Trail St. Helena to Yountville project.

COMMITTEE RECOMMENDATION

None

BACKGROUND

To address the funding the Calistoga to St. Helena Vine Trail funding shortfall, staff is proposing various solutions including backfilling \$2 million with RTIP funds from savings on Soscol Junction. The Soscol Junction project was awarded on March 21, 2022 20% under the engineer's estimate leaving excess RTIP funds. NVRTA has formally requested the California Transportation Commission (CTC) return \$5.1 million in RTIP funds to county shares.

NVRTA is proposing that a portion of this return (\$2 million) be programmed to the County of Napa for the future St. Helena to Yountville Vine Trail segment. The remainder (\$3.1 million) will go toward Napa's negative RTIP balance of \$17.4 million which was advanced to fund the Soscol Junction project. Staff has discussed this approach with the Metropolitan Transportation Commission (MTC) staff and are working with NVRTA to assist with the CTC request to reprogram a portion of the RTIP to the County and return the remaining funds to Napa's RTIP shares.

ALTERNATIVES

The board could reject the funding proposal and task staff to identify other ways to backfill the funding shortfall. This would delay the project and potentially put the ATP funds at risk. There is also very limited opportunity to identify other funds for this project. The Board could also cancel the project and forego pursuing the Active Transportation Program funds at this time, however this would compromise NVTa and other Napa Valley agencies ability to compete for future ATP funds.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

The Calistoga to St. Helena Vine Trail project will provide walking and cycling alternatives that will better serve low income communities and reduce auto use.

ATTACHMENT(S)

(1) 2022 Regional Transportation Improvement Program (RTIP) project list

Napa 2022 RTIP Projects - FYs 2022-23 to 2026-27 (\$1,000s)

ID	Project Name	Sponsor	Description	Cycle	Previous	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	Total Project Cost	Notes
1	Planning, Programming and Monitoring	NVTA	PPM	2022	\$153	\$52	\$51	\$50	\$48	\$48		New funds \$96,000 programmed in last two years
	Silverado Five- Way Inetersection Improvements	City of Napa	Intersection geometry improvements, lane widening, travel lane reconfiguration, and signal modification	2018				\$1,153			\$10,500	City will have funds in 24/25 and beyond
3	Devlin Road and Vine Trail Extension	American Canyon	Extending Devlin Rd. and Vine Trail approximately 2,500 feet to the south, connecting at Green Island Road	2018	\$4,151						\$5,000	In construction phase
4	Soscol Junction	NVTA	Intersection improvements at SR 29/SR221/Soscol Ferry Road; construct a north/south overpass on SR 29 and construct two roundabouts – one to the east and one to the west of the overpass – to allow multi-modal turning operations on and off SR 29, SR 221 and Soscol Ferry Road.	2018	\$35,603						\$64,000	\$20 million in 2020 STIP advanced to project with a total of \$35 million in STIP; awarded contract under engineer's estimate; \$5,111,600 back to STIP shares
5	Napa Valley Vine Trail Calistoga to St. Helena	NVTA	Class I multipurpose path between Calistoga and St. Helena	2018	\$98						\$14,400	fully funded ready for Construction
6	Napa Valley Vine Trail St. Helena to Yountville	Napa County	Class I multipurpose path between St. Helena and Yountville	2022					\$2,000		\$16,000	County activiely pursuing ATP funds



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Solar Photovoltaic System for the Vine Bus Maintenance Facility

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize Agreement No. 22-C16 and make minor modification to the agreement with Récolte Energy (Attachment 1) for specialized consulting and design services in the development of a photovoltaic (PV) system with battery storage, electric vehicle charging, and microgrid equipment for the future Bus Maintenance Facility.

EXECUTIVE SUMMARY

Récolte Energy was originally hired by NVTA in 2018, concurrent with NVTA's Architecture and Design consultants- Kimley Horn and Associates, to develop and design a photovoltaic system for the Vine Bus Maintenance Facility. Given the property and funding constraints, the solar panels would be installed primarily on the roofs of the maintenance, administration, and bus wash buildings. Future plans to construct solar canopies in the parking areas for the bus and visitor parking areas and related solar panels will need to wait until there are resources that would also include battery storage on the adjacent parcel.

Additionally, there has been new regulations from the State as well as Pacific Gas and Electric for electric generation as net metering at the site. As such, a new assessment must be conducted to optimize energy efficiency, storage and generation solutions based on projected usage, time of use, regulations, and financial constraints.

FISCAL IMPACT

Is there a fiscal impact? \$60,000 plus a 10% contingency for a total project cost up to \$66,000. TDA has been identified as the funding source.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance & Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov
SUBJECT: Solar Photovoltaic System for the Vine Bus Maintenance Facility

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Agreement No. 22-C16 and make minor modification to the agreement with Récolte Energy (Attachment 1) for specialized consulting and design services in the development of a comprehensive photovoltaic (PV) system with battery storage, electric vehicle charging, and microgrid equipment for the future Bus Maintenance Facility.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

Récolte Energy was hired to provide a feasibility study of a solar panel solution at the new Bus Maintenance Facility in 2018 when NVTA was beginning its Architectural and Design phase of the project. Among other things, the study was to identify a design a photovoltaic system which would optimize solar electricity generation, system sizing, estimated cost savings, and usage based on site and financial constraints at the time. At the time, there was no space available at the current site to harness excess energy using battery storage equipment.

Since 2018, NVTA has purchased an expansion lot adjacent to the Bus Maintenance Facility. Also, technological advances in solar panel technology and affordability has compelled NVTA to take another look at the optimal redesign of a photovoltaic system as well as install battery storage solution and the possibility of a microgrid at the expansion lot. Additionally, new regulations from the State as well as new requirements and constraints from Pacific Gas and Electric (PG&E) warrants NVTA to commission a

new study taking into account all the changes that have occurred since the original study was completed.

ALTERNATIVES

The Board can forgo the feasibility study, which could result in not procuring a system or procuring a system that is not optimized for the facility.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

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

A well-functioning maintenance facility is essential for adequately providing transportation for individuals with mobility challenges, community members who have limited financial resources, or members of the community who choose to take transit. To meet NVTAs climate action objectives, a well-designed photovoltaic system is necessary.

ATTACHMENT

(1) Draft Agreement 22-C16 with n Energy

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 22-C16

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2022, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as “NVTA”, and Your Goal Mine, Inc., dba Récolte Energy, an S-Corporation registered to do business in the State of California, whose mailing address is 135 Camino Dorado, Suite 12A, Napa, CA 94558, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NVTA wishes to obtain specialized consulting and design services in the development of a photovoltaic (PV) system with battery storage and electric vehicle charging for the future Transit Bus Maintenance Facility;

WHEREAS, NVTA has surveyed the qualifications of all available contractors and determined that only one contractor has the required experience in negotiating similar service agreements with PG&E and other local entities; and

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

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall **expire on December 31, 2024** unless earlier terminated as provided herein, except that the obligations of the parties under “Insurance” and “Indemnification” shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by “Confidentiality,” “Taxes,” and “Access to Records/Retention”).
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR’s proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$60,000** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

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

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

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTa employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at

CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NVTA
Kate Miller
Executive Director
625 Burnell Street
Napa, CA. 94559

CONTRACTOR
Gopal Shanker, President
Récolte Energy
135 Camino Dorado, Suite 12A
Napa, CA 94558

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

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

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

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

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

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

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and

numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTa to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTa may be given by its Executive Director.

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

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

19. **Interpretation; Venue.**

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

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

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

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

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

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

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State

of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least three (3) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

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

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

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

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

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

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

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

31. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURE PAGE TO FOLLOW]

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

“NVTA”

“CONTRACTOR”

Your Goal Mine, Inc., dba Récolte Energy

By _____
KATE MILLER, Executive Director

By _____
GOPAL SHANKER, President

ATTEST:

By _____
Laura Sanderlin, Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
NVTA General Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTa with the following services:

1. TASKS

- Meet with NVTa staff and project management team as needed
- Update the project's energy loads and usage profiles from 2019 estimates.
- Consult on preliminary PV system size, design, and interconnection issues.
- Identify optimal energy efficiency, storage, and generation solutions, based on projected usage, time of use profiles, tariffs, and site, regulatory, and financial constraints.
- Update PV system sizing and feasibility study, including pro forma cash flow schedules.
- Identify available incentives from the utility, and state and federal governments.
- Determine optimal financing method and prequalify NVTa / project.
- Prepare a request for proposals (RFP) document for Solar and related components sized appropriately to optimize power/operating cost reduction for maintenance facility and operating facility
 - Alternative 1 Power Purchase Agreement
 - Alternative 2 Outright Acquisition of Solar
 - Alternative 3 System to address intermittent outages including PG&E Public Service Power Shutdown (PSPS)
- Identify appropriate PV vendors.
- Assist NVTa Staff evaluate proposals
- Provide cost estimate for grant purposes as follows:
 - Alternatives 1, 2, and 3

2. DELIVERABLES/MILESTONES

- Updated Preliminary Design Consultation
- Updated Feasibility Study
- PV RFP Development
- Evaluation & Selection Assist of Vendor(s)

As per CONTRACTOR's services and fees agreement dated March 25, 2022, attached.

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

the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report.

EXHIBIT B

COST SHEET

PHASE I – Milestone/Deliverable		AMOUNT
*MS1	PVS+RFP Development	\$10,000
MS2	PV Vendor Selection	\$10,000
MS3	Submittal of Interconnection Application	\$10,000
MS4	PPA Signing or Financial Closing	\$10,000
MS5	Completion of Construction	\$10,000
MS6	Interconnection	\$10,000
TOTAL AMOUNT NOT TO EXCEED		\$60,000

*MS1 = Milestone 1

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$60,000.

Subject to Agreement Section 4, CONTRACTOR shall periodically invoice NVT A based on progress towards completion of milestones listed above, amounts not to exceed milestone totals.

Maximum payments under this Agreement shall not be construed as guaranteed sums.

1. AMENDMENTS

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

2. TERMINATION

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

3. RETENTION OF RECORDS

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

4. AUDITS

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

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

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE project goal of 0 percent has been established for this project. NVTA has an overall established DBE goal of 2.8 percent. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

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

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

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

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

1. A finding of material breach of contract

2. Suspension of payment of invoices

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

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

8. VETERAN'S PREFERENCE

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

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

10. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

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

11. ENERGY CONSERVATION PLAN

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

12. DEBARMENT

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

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

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

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

13. CLEAN AIR AND WATER POLLUTION ACTS

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

14. LOBBYING

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

15. INDEMNIFICATION

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

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

16. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTA, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTA as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and are herein incorporated by this reference and made a part hereof.

17. BUY AMERICA REGULATIONS

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

18. COMPLIANCE WITH FTA REGULATIONS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the MasterAgreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

19. DAVIS-BACON ACT

(a) Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Withholding

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

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

(c) Payrolls and basic records

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

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

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

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

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

in Regulations, 29 CFR part not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(d) Apprentices and Trainees

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

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

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

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

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

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

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

in 29 CFR 5.12. Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(i) Certification of eligibility:

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

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

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

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

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

23. CARGO PREFERENCE-U.S.FLAG

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

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

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

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

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

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

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

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

24. SAFE OPERATION OF MOTOR VEHICLES

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

25. BUS TESTING

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

26. PREAWARD REVIEW AND POST DELIVERY REVIEW

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

27. SEISMIC SAFETY

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

28. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this contract.

29. BONDING REQUIREMENTS

For those construction or facility improvement contracts or

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

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

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

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

a) Performance bonds

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

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

b) Payment bonds

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

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

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

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

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

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

payment bond necessary to protect NVTa.

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

Warranty of the Work and Maintenance Bonds

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

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

30. RECYCLED PRODUCTS PREFERENCE

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

31. PRIVACY ACT

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

32. BREACHES AND DISPUTE RESOLUTION

In compliance with FTA Circular 4220.1F: Disputes – Disputes arising in the performance of this Contract which

are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NVTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of copy, the contractor mails or otherwise furnishes a written appeal to the NVTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the NVTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

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

33. ADA ACCESS REQUIREMENTS

Contractor must comply with the requirements that are applicable to

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

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

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

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

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

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

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

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

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

J. U.S. Federal Communications Commission

regulations, "Telecommunications relay Services and Related Customer Premises equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors and the State Legislative update prepared by Platinum Advisors and act on bills included on the State Bill Matrix.

EXECUTIVE SUMMARY

The attached memos from Platinum Advisor/K&L Gates and Platinum Advisors summarize the federal and state legislative activities respectively.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

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

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors (Attachment 1) and the State Legislative update prepared by Platinum Advisors (Attachment 2) and act on bills included on the State Bill Matrix (Attachment 3).

EXECUTIVE SUMMARY

Federal Update:

During his State of the Union address, President Biden focused on a scaled back version of the Build Back Better legislation and referenced “Building a Better America”, which would among other things, address climate change and implement measures to reduce inflation such as reducing the cost of childcare and prescription drugs.

The Department of Transportation (DOT) released a report about transportation-related supply chain indicators which tracks port activity and labor indicators. The DOT has also released several Notices of Funding Opportunity (NOFA). MTC has recently approved project priorities for many of the NOFAs released as a way to bring more competitive funds into the region, but that priority list does not include the RAISE grant program.

The National Highway Traffic Safety Administration (NHTSA) released its 2020 annual traffic crash data reporting that 38,824 lives were lost in traffic crashes which is the highest number of fatalities since 2007. This reflects a 6% increase in fatalities. At the same time, overall crashes declined by 22% and injury crashes by 17%. Key causes continue to be speed, alcohol, and not wearing a seat belt.

Below is a summary of the transportation-related funding of interest to NVTA included in the FY 2021-22 Omnibus Bill.

For Department of Transportation programs in FY22, the bill provides a total of **\$102.9 billion** in budgetary resources (**+\$16.2 billion** above FY21 and **+\$15.9 billion** above the FY22 President's Budget Request [PBR]), including the following highlights:

- **\$775 million** for National Infrastructure Investments (RAISE/TIGER/BUILD);
- **\$57.5 billion** for the Federal Highway Administration, including **\$2.4 billion** for Highway Infrastructure Programs;
- **\$1.2 billion** for the National Highway Traffic Safety Administration, including **\$774 million** for Highway Traffic Safety Grants;
- **\$3.3 billion** for the Federal Railroad Administration, including **\$625 million** for CRISI Grants and **\$2.3 billion** for Amtrak;
- **\$16.3 billion** for the Federal Transit Administration, including **\$2.3 billion** for Capital Investment Grants;
- **79 percent** increase for cybersecurity initiatives.

Included in the FTA appropriations is \$4.6 million in new funding for the Vine Transit System from the FTA Section 5307 Napa Small Urbanized Area formula funds plus roughly \$1.6 million for Small Transit Intensive City (STIC) bonus for meeting or exceeding FTA small system operator performance targets. The total reflects meeting 3 of the 6 performance targets. Vine Transit, along with Soltrans, were the only systems in the region to achieve this performance level. The amount is \$1.2 million over prior year appropriations levels.

State Update:

The Legislative Analyst's Office released six reports about the impact of climate change including a report about the impacts to transportation infrastructure. The report underscores the challenges associated with sea-level rise and points out that some projects will need to be reconstructed or relocated. It also discusses how transportation infrastructure is compromised by heat waves. The report recommends that the legislature consider reevaluating budget priorities to fund climate adaptation projects.

Governor Newsom announced a proposal to allocate \$11 billion to provide Californians relief from fuel costs which includes \$750 million for incentive grants to public transit operators to provide free transit, and \$600 million to backfill the lost revenues to the State and local governments for suspending sales tax on fuels. The Governor's message also urged the legislature to support a measure that would pause the inflationary adjustment on fuel tax with the intention of backfilling it with the budget surplus. The message also proposes appropriating \$500 million in Active Transportation Grants and \$1.75 billion to accelerate zero emission vehicle infrastructure and rebates.

The bill matrix includes 6 new bills for the Board's consideration. These include:

AB 1713 (Borner-Horvath) would allow cyclists to treat a stop sign as a yield sign when safe to do so. Staff is recommending that the Board take a watch position on this bill.

AB 1919 (Holden) would require public transit operators to provide free transit passes to all persons 25-years old and younger to be eligible for State Transit Assistance. Staff is recommending the Board take an OPPOSE position unless amended to unlink the requirement from any revenue source transit properties receive and to identify other revenues to backfill fares that are waived.

AB 1938 (Friedman) would direct the California State Transportation Agency (CalSTA) to create a transit recovery task force to analyze revenues and costs and other performance metrics to understand how to improve transit operations and coordination. Staff is recommending the Board take a WATCH position on this bill.

AB 2147 (Ting) would prevent the police from stopping a pedestrian for violation involving an illegal crossing of a street unless a reasonable person would consider it dangerous to cross said street. Staff is recommending that the board take a WATCH position on this bill.

AB 2237 (Friedman) would require regional transportation plans to be in compliance with the state's climate goals. Staff is recommending that the Board take a WATCH position on this bill.

AB 2336 (Friedman) would establish a five-year pilot program to give certain transportation authorities the ability to install speed safety systems in school zones and on streets with high injuries and fatalities. Speed monitoring would need to be removed if after 18 months violations have not dropped by 25% or more. Staff is recommending that the Board take a SUPPORT position on this bill.

ATTACHMENTS

- (1) April 4, 2022 Federal Update (K&L Gates and Platinum Advisors)
- (2) April 5, 2022 State Budget Update (Platinum Advisors)
- (3) April 5, 2022 State Bill Matrix (Platinum Advisors)

MEMO

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority (NVTA)

FROM: George Riccardo, K&L Gates
Jess Aune, Platinum Advisors

DATE: April 4, 2021

RE: March Monthly Report

State of Play and Congressional Update

March began with President Biden delivering his first State of the Union address to Congress where he outlined his Administration's priorities for the year and highlighted his accomplishments from the first year – including the Bipartisan Infrastructure Law (BIL) and the country moving towards the endemic stage of the COVID-19 pandemic. Biden also highlighted a potentially scaled back version of the Build Back Better legislation, referring to it as “building a better America.” This nominally new plan would focus on lowering prescription drug costs, enacting policies addressing climate change, and efforts to reduce costs for American families such as lowering childcare costs. President Biden made the argument that these policies will all help aid in the fight against rising inflation. For his part, Senator Manchin (who blocked the Build Back Better Act last year) has indicated that he is willing to begin negotiations again and is supportive of lowering prescription drugs, overhauling the tax code, and using those saving to tackle climate change. However, rising inflation remains a significant concern of the Senator and will be an important consideration in any negotiations that may occur.

Early in March, congressional leadership reached an agreement on a spending bill that would fund the government through September 30. As Congress approached the deadline of the last continuing resolution (CR), funding for Ukraine aid and COVID remained sticking points. The urgency to send relief to Ukraine helped members on both sides of the aisle rally behind supporting the overall package, while the amount designated for aid to Ukraine increased in the final days of negotiations.

The request from the White House for more COVID funding was met with significant resistance with the republican caucus whose members insisted that any additional spending must be paid for. Democratic leadership's initial plan was to claw back unspent COVID funds from certain states to pay for the new funding. However, when the governors and delegations representing those states discovered this, they revolted and refused to vote for the overall package. In the end, leadership stripped the COVID relief money out of the final package and passed the omnibus bill before the government shut down. The White House is still emphasizing the importance of additional funding for COVID and currently Senator Romney and Majority Leader Schumer are working out the

details of a COVID funding bill that could garner 60 votes in the Senate. Leader Schumer has expressed optimism that a compromise will be reached on this issue – possibly before the Easter recess begins next week.

Legislators also made progress made toward beginning a formal conference to negotiate the differences between the Senate’s United States Innovation and Competition Act (USICA) and the House’s America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education and Science Act (COMPETES Act), which have both passed their respective chambers. Last week the Senate voted to add the Senate language to the COMPETES Act and sent it back to the House to be voted on. The House and Senate versions of this legislation improving U.S. competitiveness in critical industries are vastly different, and we expect a lengthy conference process.

In March, President Biden signed into law H.R. 4445, which bans forced arbitration in sexual assault and sexual harassment cases. The Federal Activities Inventory Reform Act (FAIR Act), which would ban forced arbitration clauses in employment, consumer and civil rights cases also passed the House this month, but its path in the Senate remains uncertain. The House and Senate both passed the Postal Service Reform Act which has been sent to the President’s desk. This legislation will provide financial stability to the postal service and reform how they fund their employee’s retirement and healthcare benefits.

This month, the Senate Judiciary Committee also held confirmation hearings considering Judge Ketanji Brown Jackson appointment to the Supreme Court. The hearings bifurcated along party lines with Democrats on the committee praising her accomplishments and Republicans focusing their questioning on some of her sentencing in a child sexual abuse case, while some also questioned her on culture war issues such as critical race theory. The Senate Judiciary Committee is scheduled to vote on her confirmation on April 4th. Currently Senator Collins is the only Republican that has committed to voting for her confirmation and the only other possible Republican votes seem to be Senator Mitt Romney and Senator Lisa Murkowski. We do expect Judge Ketanji Brown Jackson to be confirmed before the Senate leaves for the Easter Recess.

At the end of March, President Biden released his budget outlining his spending priorities for the year. This also officially kicked off the appropriation process for Fiscal Year 2023 with House and Senate offices beginning their process for Community Funding and Appropriations requests. President Biden’s budget included a billionaire’s tax as well as a minimum tax for households that are worth over \$100 million. President Biden also used his budget to illustrate his efforts to pivot back to the center with \$32 billion in new spending to fight crime, increased defense spending and highlighting that this budget would lead to a trillion dollars in deficit reduction over the next decade. It should be noted that each chamber will also craft their own budget and the final package will likely look very different from the President’s proposed budget.

For Department of Transportation programs in FY22, the bill provides a total of **\$102.9 billion** in budgetary resources (**+\$16.2 billion** above FY21 and **+\$15.9 billion** above the FY22 President's Budget Request [PBR]), including the following highlights:

- **\$775 million** for National Infrastructure Investments (RAISE/TIGER/BUILD);
- **\$57.5 billion** for the Federal Highway Administration, including **\$2.4 billion** for Highway Infrastructure Programs;
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- **\$3.3 billion** for the Federal Railroad Administration, including **\$625 million** for CRISI Grants and **\$2.3 billion** for Amtrak;
- **\$16.3 billion** for the Federal Transit Administration, including **\$2.3 billion** for Capital Investment Grants;
- **\$1.3 billion** for the Maritime Administration, including **\$234 million** for the Port Infrastructure Development Program;
- **\$25 million** increase for a new capacity building program to spur Thriving Communities;
- **79 percent** increase for cybersecurity initiatives; and
- **\$5 million** increase for the Highly Automated Systems Safety Center of Excellence.

Pending Legislation of Interest

S.3011 - State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act

Sponsor: Senator John Cornyn (R-TX)

Cosponsors: 11

Status: Passed Senate

Summary: This bill allows states, tribes, territories, and localities to use certain COVID-19 relief funds for new categories of spending, including for natural disasters and infrastructure projects. Specifically, recipients may use funds for emergency relief from natural disasters and associated negative economic impacts of natural disasters. In addition, recipients may use a portion of their COVID-19 relief funds for designated infrastructure projects, such as nationally significant freight and highway projects. Furthermore, the bill allows recipients to expend COVID-19 relief funds on these types of infrastructure projects until September 30, 2026.

Outlook: The House companion ([H.R.5735](#)) has been introduced and is gaining cosponsors, though there has not been any movement.

Biden Administration Update

This month, President Biden delivered his first State of the Union address, which he used to highlight a list of accomplishments from early implementation of the bipartisan Infrastructure Investment and Jobs Act (IIJA), as well as previewing commitments for rebuilding America's crumbling infrastructure over the next year: specifically noting the

Administration's 4,000 already announced projects, as well as a push to fix over 65,000 miles of highway and 1,500 bridges in disrepair. The President also pointed to massive investments in the rollout of electric vehicles, including efforts from Ford (\$11 billion) and GM (\$7 billion).

Also this month, Vice President Kamala Harris announced major federal actions that will expand clean public transit and school buses, reduce emissions from dirty diesel trucks, and create good-paying jobs. The Administration announced a fleet of new and expanded actions to advance clean heavy-duty vehicles, as part of its electric, zero-emissions transportation future, including:

- **\$1.1 billion** in 2022 funding for the Low- and No-Emission Transit Vehicle Program, and an additional **\$372 million** under the Bus and Bus Facilities program;
- Up to **\$280 million** over five years to fund workforce development training, including registered apprenticeships and other labor-management training programs;
- A proposed Environmental Protection Agency (EPA) rule that would reduce NOx emissions from new trucks by up to 90% by 2031 compared to today's standards;
- **\$17 million** in EPA funds for electric zero-emission and low-emission school buses;
- New project eligibilities in the Port Infrastructure Development Program to advance clean port equipment like electric vehicle charging infrastructure;
- **\$127 million** in Department of Energy (DOE) funding to partner with industry to expand zero-emission truck technology through its SuperTruck 3 Program; and
- General Services Administration (GSA) efforts to double the amount of zero-emission medium and heavy-duty vehicle models available to federal agencies.

Department of Transportation (DOT) Updates

DOT released an update on Transportation Supply Chain Indicators this month. DOT continues to track these metrics to help build out a more complete picture of the logistics and transportation situation, including measures and indicators of intermodal throughput, such as containerized imports to U.S. ports; container import volume; container ships waiting for docks; job openings and employment trends; employees working in the truck transportation subsector of the economy; intermodal movements by freight rail; and retail inventories. More details can be found below and [here](#).

Also this month, Secretary Pete Buttigieg announced \$2.9 billion of funding now available for major infrastructure projects through a combined Notice of Funding Opportunity under President Biden's Bipartisan Infrastructure Law. Putting three programs under a single NOFO makes it easier for communities to apply to one, two, or three major discretionary grant programs with a single application and common set of criteria. The programs included are:

- The National Infrastructure Project Assistance (MEGA) program was created to fund major projects that are too large or complex for traditional funding programs.
- The Infrastructure for Rebuilding America (INFRA) program is an existing competitive program that will see a more than 50 percent increase in this year's funding due to fund highway, multimodal freight, and rail projects that improve safety, generate economic benefits, reduce congestion, enhance resiliency, and hold the greatest promise to eliminate supply chain bottlenecks and improve critical freight movements.
- The Rural Surface Transportation Grant Program (RURAL) was created to support projects that improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth and improve quality of life. Eligible projects for RURAL grants include highway, bridge, and tunnel projects that help improve freight, safety, and provide or increase access to an agricultural, commercial, energy, or transportation facilities that support the economy of a rural area. This year alone, DOT will award up to \$300 million in grants through the RURAL Program.

The deadline for applications is May 23, 2022. Applicants may find the NOFO and other helpful resources [here](#).

Federal Highway Administration (FHWA)

The FHWA announced a Notice of Funding Opportunity that allows states and federally recognized Tribes to apply for \$22 million in grants through FHWA's National Scenic Byways Program. The program funds improvements, such as byway facilities, safety improvements, and interpretive information, along roads in the United States that merit recognition at the national level for their outstanding scenic, historic, cultural, natural recreational and archeological qualities. More info on this announcement can be found [here](#).

The FHWA announced \$10 million in funding from the FY21 Disadvantaged Business Enterprise/Supportive Services (DBE/SS) program to help eligible small businesses compete for federal highway contracts. The FHWA distributes DBE/SS funds each year based on statements of work submitted, and using an administrative formula to determine funding for each recipient. The FHWA has promoted the participation of disadvantaged business enterprises (DBEs) in federal-aid highway contracts through state-managed programs since 1982. The funding announced this month is the latest in an ongoing effort to help state departments of transportation train certified DBE firms on a wide array of business management practices and improve their ability to compete for federally assisted contracts as prime and subcontractors. More details, including funding amounts for FY21 can be found [here](#).

Federal Motor Carrier Safety Administration (FMCSA)

FMCSA announced the launch of the Women of Trucking Advisory Board (WOTAB) to recruit, support, and ensure the safety of women commercial motor vehicle drivers and the trucking industry at large. The launch of the Advisory Board is mandated by the Bipartisan Infrastructure Law and part of the Biden-Harris Trucking Action Plan. WOTAB will coordinate with trucking companies, nonprofit organizations, and trucking associations to support women in trucking. The Board will provide recommendations to the Administrator of FMCSA and the Secretary of Transportation, and will include a minimum of eight members with diverse backgrounds, experience, and certifications to provide balanced points of view. More details can be found [here](#).

Federal Transit Administration (FTA)

FTA Administrator Nuria Fernandez announced the availability of approximately \$1.47 billion in competitive grant funds to help modernize bus fleets and facilities across the country. FTA's Low or No Emission Grant Program makes funding available to help transit agencies purchase or lease U.S.-built low or no emission vehicles that use advanced technologies, with approximately \$1.1 billion available for grants under this program in FY22. FTA's Grants for Buses and Bus Facilities Program makes funding available to help transit agencies purchase and rehabilitate buses, vans, and related equipment, and build bus facilities, with approximately \$372 million for FY22 grants made available under this program. Complete proposals must be submitted electronically by May 31, 2022. More details can be found [here](#).

The FTA has awarded \$409.3 million in grants to 70 projects in 39 states to modernize and electrify America's buses, make bus systems and routes more reliable, and improve their safety. The grants support modernizing and improving the most widespread form of transit in America and will help dozens of communities buy new-technology and electric buses, which reduce or eliminate greenhouse gas emissions, promote cleaner air, and help address the climate crisis. In response to the Notice of Funding Opportunity, FTA received 303 eligible project proposals totaling approximately \$2.56 billion in requests. Thanks to the President's Bipartisan Infrastructure Law, the FTA will be able to support more projects in the next round of grant awards. More details on this announcement can be found [here](#).

National Highway Traffic Safety Administration (NHTSA)

NHTSA released its 2020 annual traffic crash data, showing that 38,824 lives were lost in traffic crashes nationwide. That number marks the highest number of fatalities since 2007. The estimated number of police-reported crashes in 2020 decreased by 22% as compared to 2019, and the estimated number of people injured declined by 17%. While the number of crashes and traffic injuries declined overall, fatal crashes increased by 6.8%. The fatality rate per 100 million vehicle miles traveled increased to 1.34, a 21% increase from 2019 and the highest since 2007. In 45% of fatal crashes, the drivers of

passenger vehicles were engaged in at least one of the following risky behaviors: speeding, alcohol impairment, or not wearing a seat belt. More details can be found [here](#).

NHTSA issued a first-of-its-kind final rule to ensure safety of occupants in automated vehicles. The rule updates the occupant protection Federal Motor Vehicle Safety Standards to account for vehicles that do not have the traditional manual controls associated with a human driver because they are equipped with automated driving systems (ADS). The final rule clarifies that, despite their innovative designs, vehicles with ADS technology must continue to provide the same high levels of occupant protection as current passenger vehicles. NHTSA's approach to advanced vehicle technologies prioritizes safety across multiple areas, including data collection and analysis, research, human factors, rulemaking, and enforcement. The full text of the new rule is available [here](#).

Additionally, NHTSA has finalized a new rule that would improve equity and mobility for drivers and passengers with disabilities. This final rulemaking allows three specific modifications to vehicles to allow for adaptive equipment: allowing rental car companies to temporarily disable a driver's knee bolster air bag to install hand controls for people with disabilities; permitting the installation of rear-mounted transporters for wheelchairs and power scooters; and allowing modifiers to lawfully raise the height of a vehicle's roof to accommodate drivers and passengers with disabilities. Federal law generally prohibits a manufacturer, distributor, dealer, rental company, or motor vehicle repair business from knowingly disabling any part of a device or element of design installed on or in a motor vehicle in compliance with a Federal Motor Vehicle Safety Standard. By issuing specific exemptions that balance mobility and safety, NHTSA allows motor vehicle dealers and repair businesses to improve the mobility of drivers and passengers with disabilities. More details can be found [here](#).

NHTSA is providing a new tool to vehicle owners to help them quickly identify if their vehicle has an urgent safety recall where the vehicle should not be driven or parked inside until fixed. Starting this month, if an owner visits [NHTSA.gov/Recalls](https://www.nhtsa.gov/Recalls) and searches for their vehicle, a red box will display at the top of the page if their vehicle has an open "do not drive" or a fire risk recall. NHTSA is adding this feature to alert vehicle owners to the urgency of these recalls, including taking preventative actions until the recall repair is completed. It's easy to check for open recalls by visiting [NHTSA.gov/Recalls](https://www.nhtsa.gov/Recalls) and entering a VIN number or by downloading the SaferCar app. All recall repairs are free at an authorized dealership. More details can be found [here](#).

Environmental Protection Agency (EPA)

The EPA has reinstated California's authority under the Clean Air Act to implement its own greenhouse gas emission standards and zero emission vehicle sales mandate. This action concludes the agency's reconsideration of 2019's Safer Affordable Fuel-Efficient Vehicles Rule Part One: One National Program Rule by finding that the actions taken under the previous administration as a part of SAFE-1 were decided in error and are now

entirely rescinded. With this action, EPA is also withdrawing the SAFE-1 interpretation of the Clean Air Act that would prohibit other states from adopting the California greenhouse gas (GHG) emission standards. As a result, other states may choose to adopt and enforce California's GHG emission standards in lieu of the federal standards, consistent with section 177 of the Clean Air Act. More information on this action can be found [here](#).



April 5, 2022

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Legislative Analyst's Office (LAO) Climate Reports: The LAO released six (6) separate reports on the impact of climate change on state infrastructure ranging from housing, education, health, and transportation. The [Transportation report](#) outlines how climate change impacts include sea level rise undermining highways, bridges and railroads, as well as how heat waves impact transportation infrastructure.

The LAO report points out that some existing transportation infrastructure will require modifications or relocation to remain usable. As the climate changes, statewide transportation systems are already beginning to experience a range of impacts, such as sea-level rise undermining coastal railways and bridges, intense storms causing mudslides and flooding of highways, and heatwaves leading to buckling and rutting of roads. For example, to accommodate increased flooding, some roads need to be constructed with more drainage and certain railroads need to be diverted to higher ground. Implementing such changes will be costly.

LAO encourages the Legislature to consider whether it needs to modify how it funds, prioritizes, and plans transportation infrastructure, as well as what the state's role should be in supporting local development and implementation of climate adaptation projects. In particular, the LAO suggests that Legislature consider requiring transportation planning agencies to integrate climate resiliency into how they prioritize and select projects.

Pump Relief: Governor Newsom announced a major proposal to allocate \$11 billion to provide Californians some relief from soaring fuel prices. The details on this proposal are lacking and proposed language has not been posted on the Department of Finance (DOF) website. This proposal will be subject to legislative review and negotiations as part of the budget process. However, the announcement includes the following items, which raises more questions than answers.

- \$9 billion for tax rebates that would be allocated in the form of \$400 debit cards to for each registered vehicle in the state, capped at two vehicles per person. Eligibility would not be based on income, and it is unclear if zero emission vehicles would also receive this rebate.

- \$750 million for “incentive grants” to public transit operators to provide 3 months of free transit service. It is unclear if participation is mandated, or how the grants would be allocated. The amount an operator can receive would be based on of fare box revenue reported in 2019.
- \$600 million to backfill the lost revenue for suspending part of the sales tax on diesel fuel for 1 year. It is our understanding that this proposal would only suspend the 2.5% of the sales tax that is deposited into the general fund. The remaining 10.5% diesel sales tax would continue to be collected and used to fund the State Transit Assistance Program and other transportation programs.

As part of this announcement, the Governor continued to call for other measures included in his January budget proposal and urged the legislature to accelerate action on the following items.

- Pause the annual inflation adjustment to fuel excise taxes. The adjustment is expected to total 3 cents, which would total \$523 million for the fiscal year, which would be backfilled using general fund dollars.
- Appropriate \$500 million for Active Transportation Grants.
- Accelerate the appropriation of \$1.75 billion for zero emission vehicle funding for fueling/charging infrastructure and vehicle rebates, particularly benefiting low-income residents and neighborhoods.

Legislation

Speed Enforcement: AB 2336 would establish a five-year pilot program to give local transportation authorities in the Cities of San Jose, Oakland, Los Angeles, Glendale, one unspecified southern California city, and the City and County of San Francisco the authority to install speed safety systems. AB 2336 would implement one of the recommendations from the Vision Zero Task Force report.

AB 2336 would allow the placement of a speed safety system in school zones, and on streets with the highest injuries and fatalities, or on streets determined to have a high number of vehicle speed exhibitions. In addition, the speed safety system may not continue if after 18 months the percentage of violations has not dropped by 25%. The bill contains other significant public education and signage requirements as well as privacy protections.

AB 2336 was approved by the Assembly Transportation Committee on an 11-0 vote and now moves to the Assembly Committee on Privacy & Consumer Protection. While a wide range of local governments and pedestrian safety organization supported AB 2336, the Teamsters, Amalgamated Transit Union (ATU), American Civil Liberties Union (ACLU), and the Electronic Frontier Foundation, among others, opposed the bill. The primary objections from testimony at the Assembly Transportation Committee focused primarily on privacy concerns.

Free Passes: Assemblyman Chris Holden has amended AB 1919 to require all transit operators to provide free passes to all persons 25 years old and younger in order to be eligible for State Transit Assistance (STA) and other funding programs. The amendments

include a funding program to offset the cost of this mandate, but the appropriation of funds is not tied to the mandated free passes. However, amendments were accepted in the Assembly Transportation Committee hearing to add language to tie the mandate to a finding that sufficient funding is available. In addition, Assemblyman Holden proposed adding a \$115 million appropriation to the bill to cover the lost farebox revenue, but these amendments are not in print yet.

The language that was added would void the mandate to provide free transit if the State Controller makes a determination that the funding provided in the bill, coupled with existing funding from local authorities, school districts, and colleges is not sufficient to cover the lost farebox revenue. In addition, the amendments would require local authorities, school districts and colleges to maintain their funding for free or reduced fare transit as provided in the 2018-2019 fiscal year. While this change is a step toward protecting public transit funding, the mandate for those public entities that have partnered with public transit to provide free passes is likely unenforceable. This creates a situation where AB 1919 would undermine existing agreements by eliminating any incentive for schools, universities, etc. to continue their transit pass programs when AB 1919 provides them the same service for free.

These amendments are step in the right direction, but \$115 million would be woefully inadequate to offset the cost of this program. In addition, it is unclear if Caltrans is capable of efficiently administering this program without requiring the submission of extensive accounting data and allocate funds in a timely manner.

Safety Stop: Assemblywoman Trisha Boerner Horvath is trying again with her proposal to allow bike riders aged 18 and over to treat stop signs as yields under specified circumstances. AB 1713 was approved by the Assembly Committee on Transportation. CalBike and others have asked that the age limit be lowered to 16.

The wording in these Vehicle Codes is always a little confusing. Specifically, AB 1713 would permit a person over 18 years of age riding a bicycle approaching a stop sign on a two lane road with stop signs at all intersections to yield the right-of-way to any vehicles that have stopped at the entrance of the intersection, have entered the intersection, or are approaching the intersection, and to continue to yield the right-of-way until it is reasonable to proceed. This allows a cyclist to treat a stop sign as a yield sign if the intersection is clear and the cyclist has the right-of-way. This change does not allow a cyclist to ignore a stop sign, but simply allows a cyclist to maintain some momentum and avoid a foot down stop.

The ability to legally use a safety stop would sunset on January 1, 2029. AB 1713 requires the Highway Patrol to prepare a report on the effects of cyclists using the safety stop. The report must be submitted January 1, 2028.

Freedom to Walk, Part II: Assemblyman Phil Ting has reintroduced his proposal to decriminalize jaywalking. While last year's measure essentially proposed repealing jaywalking statutes, AB 2147 amends existing law to direct that a peace officer shall not stop a pedestrian for a violation involving an illegal crossing the street unless a reasonably

careful person would realize there is an immediate danger of a collision with a moving vehicle or other device moving exclusively by human power.

AB 2147 was approved by the Assembly Committee on Transportation this week and now moves to the Assembly Appropriations Committee. AB 2147 was supported by a wide range of bicycle and pedestrian advocacy groups and opposed by the California State Sheriff's Association.

Transit Recovery: Assemblywoman Friedman introduced AB 1938, which directs California State Transportation Agency (CalSTA) to create the Transit Recovery Task Force. The Task Force would be comprised of representatives from the University of California, local governments, metropolitan planning organizations (MPOs), transit operators, labor, bike and pedestrian groups, and transportation advocacy groups. AB 1938 was approved by the Assembly Transportation Committee with bipartisan support.

The goal is for the Task Force to submit a report to the Legislature by January 1, 2025, that includes a detailed analysis of existing funding sources, existing transit performance metrics, and overall transit service provided. The report must also include recommendations on improving transit procurement efficiencies, replacing the fare box recovery ratios, and whether the state should create a new funding source for transit operations.

The bill also requires the report to include recommendations on topics that would be difficult to craft on a statewide basis. These topics include recommendations on how to grow transit, fare coordination or single fare payments systems within zones, transit consolidation and/or having a network manager to coordinate routes, and how to improve transit frequency and reliability.

Climate Goal Compliance: Assemblywoman Laura Friedman introduced AB 2237 to require regional transportation plans to be in compliance with the state's climate goals. In short, AB 2237 would require regional transportation planning agencies (RTPAs) to include in its regional transportation improvement program projects to be funded in whole or in part that are consistent with its most recently prepared sustainable communities strategy and the state's climate goals. CalCOG has adopted an oppose unless amended position on this bill, but has not specified any amendments.

AB 2237 stems from the recently completed Strategic Growth Council (SGC) report titled California Transportation Assessment Report, which was required pursuant to AB 285 (Friedman). This report includes a series of white papers prepared by UC Institute for Transportation Studies. One analysis on MPO planning includes an analysis of the most-recent adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS), which indicates that most MPO plans allocate more funds toward roadways than transit, but most allocate more roadway funding toward maintenance and operations than new facilities. One key conclusion is that MPOs cannot mandate local land use policy changes, and they have only limited discretion for initiating transportation projects, most of which are controlled by other levels of government.

According to Assemblywoman Friedman, with emissions from the transportation sector continuing to rise, California will not achieve the necessary greenhouse gas emissions

reductions without significant changes to how communities and transportation systems are planned, funded, and built.



April 5, 2022

TABLE 1: BOARD ACTION ITEMS

	Subject	Status	Recommended Position
<u>AB 1713</u> <u>(Boerner Horvath D)</u> Vehicles: required stops: bicycles.	<p>Specifically, AB 1713 would permit a person over 18 years of age riding a bicycle approaching a stop sign on a two-lane road with stop signs at all intersections to yield the right-of-way to any vehicles that have stopped at the entrance of the intersection, have entered the intersection, or are approaching the intersection, and to continue to yield the right-of-way until it is reasonable to proceed. This allows a cyclist to treat a stop sign as a yield sign if the intersection is clear and the cyclist has the right-of-way. This change does not allow a cyclist to ignore a stop sign, but simply allows a cyclist to maintain some momentum and avoid a foot down stop.</p> <p>The ability to legally use a safety stop would sunset on January 1, 2029. AB 1713 requires the Highway Patrol to prepare a report on the effects of cyclists using the safety stop. The report must be submitted January 1, 2028.</p>	ASSEMBLY APPR.	Recommended Position: WATCH
<u>AB 1919</u> <u>(Holden D)</u> Transportation: free student transit passes.	<p>As currently drafted, AB 1919 to require all transit operators to provide free passes to all persons 25 years old and younger in order to be eligible for State Transit Assistance (STA) and other funding programs. The bill does propose a funding program to offset the cost of this mandate, but the appropriation of funds is not tied to the mandated free passes. Due to concerns expressed by California Transit Association (CTA) and California Association for Coordinated</p>	ASSEMBLY APPR	Recommended Position: OPPOSE, unless amended

	Subject	Status	Recommended Position
<u>AB 1919</u> <i>(continued)</i>	Transportation (CalACT), as well as comments from the Transportation Committee consultant, additional amendments are being drafted to try and address the concerns of transit operators; however, at this point the proposed changes do not go far enough.		
<u>AB 1938</u> <u>(Friedman D)</u> Transit and Intercity Rail Recovery Task Force.	<p>AB 1938 directs CalSTA to create the Transit Recovery Task Force. The Task Force would be comprised of representatives from the University of California, local governments, metropolitan planning organizations (MPOs), transit operators, labor, bike and pedestrian groups, and transportation advocacy groups. AB 1938 was approved by the Assembly Transportation Committee with bipartisan support.</p> <p>The goal is for the Task Force to submit a report to the Legislature by January 1, 2025, that includes a detailed analysis of existing funding sources, existing transit performance metrics, and overall transit service provided. The report must also include recommendations on improving transit procurement efficiencies, replacing the fare box recovery ratios, and whether the state should create a new funding source for transit operations.</p> <p>The bill also requires the report to include recommendations on topics that would be difficult to craft on a statewide basis. These topics include recommendations on how to grow transit, fare coordination or single fare payments systems within zones, transit consolidation and/or having a network manager to coordinate routes, and how to improve transit frequency and reliability.</p>	ASSEMBLY APPR	Recommended Position: WATCH
<u>AB 2147</u> <u>(Ting D)</u> Pedestrians	AB 2147 amends existing law to direct that a peace officer shall not stop a pedestrian for a violation involving an	ASSEMBLY APPR.	Recommended Position: WATCH

	Subject	Status	Recommended Position
	<p>illegal crossing the street unless a reasonably careful person would realize there is an immediate danger of a collision with a moving vehicle or other device moving exclusively by human power. AB 2147 was approved by the Assembly Committee on Transportation this week and now moves to the Assembly Appropriations Committee. AB 2147 was supported by a wide range of bicycle and pedestrian advocacy groups, and opposed by the California State Sheriff's Association.</p>		
<p>AB 2237 (Friedman D) Transportation planning: regional transportation improvement plan: sustainable communities strategies: climate goals.</p>	<p>AB 2237 would require regional transportation plans to be in compliance with the state's climate goals. In short, AB 2237 would require regional transportation planning agencies (RTPAs) to include in its regional transportation improvement program projects to be funded in whole or in part that are consistent with its most recently prepared sustainable communities strategy and the state's climate goals. CalCOG has adopted an oppose unless amended position on this bill, but has not specified any amendments.</p> <p>AB 2237 stems from the recently completed Strategic Growth Council (SGC) report titled California Transportation Assessment Report, which was required pursuant to AB 285 (Friedman). This report includes a series of white papers prepared by UC Institute for Transportation Studies. One analysis on MPO planning includes an analysis of the most-recent adopted Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS), which indicates that most MPO plans allocate more funds toward roadways than transit, but most allocate more roadway funding toward maintenance and</p>	<p>ASSEMBLY NAT. RES.</p>	<p>Recommended Position: WATCH</p>

	Subject	Status	Recommended Position
<u>AB 2237</u> <i>(continued)</i>	operations than new facilities. One key conclusion is that MPOs cannot mandate local land use policy changes, and they have only limited discretion for initiating transportation projects, most of which are controlled by other levels of government.		
<u>AB 2336</u> <u>(Friedman D)</u> Vehicles: Speed Safety System Pilot Program.	<p>AB 2336 would establish a five-year pilot program to give local transportation authorities in the Cities of San Jose, Oakland, Los Angeles, Glendale, one unspecified southern California city, and the City and County of San Francisco the authority to install speed safety systems. AB 2336 would implement one of the recommendations from the Vision Zero Task Force report.</p> <p>AB 2336 would allow the placement of a speed safety system in school zones, and on streets with the highest injuries and fatalities, or on street determined to have a high number of vehicle speed exhibitions. In addition, the speed safety system may not continue if after 18 months the percentage of violations has not dropped by 25%. The bill contains other significant public education and signage requirements as well as privacy protections.</p> <p>AB 2336 was approved by the Assembly Transportation Committee on an 11-0 vote and now moves to the Assembly Committee on Privacy & Consumer Protection. While a wide range of local governments and pedestrian safety organization, the Teamsters, Amalgamated Transit Union (ATU), American Civil Liberties Union (ACLU), and the Electronic Frontier Foundation, among others, opposed the bill. The primary objections from testimony at the Assembly Transportation Committee focused primarily on privacy concerns.</p>	ASSEMBLY P. & C.P.	Recommended Position: SUPPORT

	Subject	Status	Recommended Position
<u>AB 2336</u> <i>(continued)</i>	In addition, the Alameda County Transportation Commission has adopted a Support and Seek Amendments position on AB 2336, with the proposed amendments seeking to expand the pilot to include all jurisdictions in Alameda County and seek greater clarification on equity concerns on the fines imposed and where the cameras can be placed.		

BOARD POSITION ITEMS

Bills	Subject	Status	Client Positions
<u>AB 117</u> <u>(Boerner Horvath D)</u> Air Quality Improvement Program: electric bicycles.	<p>AB 117 would require California Air Resources Board (CARB) to establish the Electric Bicycle Incentive Program (EBIP), by July 1, 2022, to provide incentives in the form of vouchers to income-eligible individuals for the purchase of e-bikes at participating retailers.</p> <p>The budget included an appropriation to CARB in the amount of \$10 million to fund this program. AB 117 was intended to establish the parameters of how CARB would implement this program. While AB 117 was held in the Senate Appropriations Committee, it can move forward next year. However, implementation legislation is not needed to move this program forward. CARB staff have initiated the workshop process for developing the EBIP, with the goal of incorporating into the current year expenditure plan.</p>	SENATE APPR – Held in Appropriations Two-Year Bill	SUPPORT
<u>AB 1401</u> <u>(Friedman D)</u> Residential and commercial	As amended, AB 1401 prohibits local governments in counties with a population of 600,000 or more from imposing or enforcing a minimum automobile parking requirement	SENATE APPR – Held on Suspense File	WATCH

<p>development: parking requirements.</p>	<p>for residential, commercial, and other developments if the parcel is located within one-half mile walking distance of a “major transit stop.”</p> <p>In counties with a population less than 600,000, any city within that county with a population of 75,000 or more is also prohibited from imposing parking minimums on development within one-quarter mile of a major transit stop.</p> <p>As “Major transit stop” is defined in the bill to be a site containing any of the following:</p> <ul style="list-style-type: none"> (a) An existing rail or bus rapid transit station. (b) A ferry terminal served by either a bus or rail transit service. (c) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. <p>AB 1401 also adds to the major transit stop definition; a major transit stop that is included in a regional transportation plan. Prior versions of the bill also included “high quality transit corridors,” but this reference has been removed.</p>		
<p><u>AB 1638</u> <u>(Kiley R)</u> Motor Vehicle Fuel Tax Law: suspension of tax.</p>	<p>AB 1638 originally proposed to suspend the excise tax on gasoline for six months and then backfills the loss of revenue with General Fund dollars equivalent to one-half of the amount of gasoline taxes collected in the 2020-21 fiscal year.</p> <p>After a contentious hearing full of outrage, AB 1638 was amended and approved by the Assembly Transportation Committee over the objections of the author, and the Republican members of the committee. While the amendments are still not in print, the changes would remove the current content and insert language imposing an excess profits tax on the petroleum industry. The new tax revenue would then be rebated back to consumers.</p>	<p>ASSEMBLY APPR</p>	<p>OPPOSE</p>

<p><u>AB 1778</u> <u>(Garcia, Cristina D)</u> State transportation funding: freeway widening: poverty and pollution:</p>	<p>AB 1778 was amended to require Caltrans to consult with the Healthy Places Index as a condition of using state funds or personnel time to fund or permit freeway widening projects in areas with high rates of pollution and poverty. This would essentially halt freeway expansion projects in urbanized areas. The bill would prohibit the use of state funds on projects in areas where the surrounding community falls between 0-50th percentile on the Healthy Places Index.</p>	<p>ASSEMBLY TRANS</p>	<p>WATCH</p>
<p><u>AB 1909</u> <u>(Friedman D)</u> Vehicles: bicycle omnibus bill.</p>	<p>AB 1909 is titled the Bicycle Omnibus Bill, which is intended to include various non-controversial provisions relating to operating a bicycle. AB 1909 includes the following provisions:</p> <ul style="list-style-type: none"> • Existing law prohibits class 3 electric bicycles from operating on a bicycle path or trail, bikeway, bicycle lane, equestrian trail, or hiking or recreation trail. AB 1909 eliminates the statewide ban of class 3 electric bicycles on a bicycle path or trail, bikeway, bicycle lane, equestrian trail, or hiking or recreational trail, and eliminates local authority to ban the use of Class 1 and 2 electric bikes on bike paths. AB 1909, however, would authorize a local authority having jurisdiction over an equestrian trail or hiking or recreational trail to prohibit the operation of an electric bicycle of any class on that trail. • AB 1909 would allow the operator of a bicycle facing a pedestrian control signal displaying a "WALK" or approved "Walking Person" symbol may proceed across the roadway in the direction of the signal. • Require the driver of a motor vehicle overtaking or passing a bicycle that is proceeding in the same direction and in the same lane of travel shall make a lane change if another lane of traffic is available. 	<p>ASSEMBLY APPR</p>	<p>WATCH</p>

<u>AB 1909</u> <i>(continued)</i>	<ul style="list-style-type: none"> A local government that operates a bicycle license program shall not prohibit the use of unlicensed bicycles. 		
<u>AB 1944</u> <u>(Lee D)</u> Local government: open and public meetings.	AB 1944 would delete the requirement that a member of a legislative body participating in a Brown Act meeting remotely from a non-public location to disclose the address of the location. In addition, AB 1944 requires the governing body if it chooses to allow for remote participation, to also provide video streaming and offer public comment via video or phone.	ASSEMBLY L. GOV.	WATCH
<u>AB 1993</u> <u>(Wicks D)</u> Employment: COVID-19 vaccination requirements.	<p>Assemblywoman Wicks has announced that she will not be moving AB 1993 forward this year.</p> <p>This bill would require an employer to require each of their employees or independent contractors that is eligible to receive the COVID-19 vaccine to demonstrate that they have been vaccinated against COVID-19. Employees or independent contractors that have been deemed ineligible to receive the vaccine for either medical or religious reasons are exempted from the bill.</p> <p>Starting on January 1, 2023, each employer is required to affirm, in a form and manner provided by the state, that each employee or independent contractor complied with these provisions.</p>	ASSEMBLY L & E	WATCH
<u>AB 2097</u> <u>(Friedman D)</u> Residential and commercial development: remodeling, renovations, and additions: parking requirements.	<p>AB 2097 is similar to earlier versions of AB 1401 (Friedman) that was held on the Senate Appropriations Suspense File last year.</p> <p>AB 2097 prohibits local governments from imposing or enforcing a minimum automobile parking requirement for residential, commercial, and other developments if the parcel is located within one-half mile walking distance of public transit.</p>	ASSEMBLY LOC GOV	SUPPORT

<p><u>AB 2097</u> (continued)</p>	<p>However, under the bill, if a project provides parking voluntarily, a public agency may impose requirements on that voluntary parking to require spaces for car share vehicles, require spaces to be shared with the public, or require parking owners to charge for parking.</p> <p>AB 2097 defines “public transit” to include:</p> <ul style="list-style-type: none"> • An existing rail or bus rapid transit station. A ferry terminal served by either a bus or rail transit service • The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods • A major transit stop that is included in a regional transportation plan 		
<p><u>AB 2120</u> (Ward D) Transportation finance: federal funding: bridges.</p>	<p>The Assembly Transportation Committee unanimously approved AB 2120. This bill restores a previously used formula to distribute dedicated federal bridge funding from the Infrastructure Investment and Jobs Act (IIJA) to state and local projects. It ensures continued investment in local bridges and flexible highway funds.</p> <p>In addition, the bill will help close the funding gap for needed repairs and replacement of local bridges and prevents further deterioration and funding projects that add safe multimodal access to local bridges.</p>	<p>ASSEMBLY APPR</p>	<p>SUPPORT</p>
<p><u>AB 2449</u> (Rubio, Blanca D) Open meetings: local agencies: teleconferences.</p>	<p>AB 2449 would authorize the use of teleconferencing without noticing and making available to the public teleconferencing locations if a quorum of the members of the legislative body participates in person from a singular location that is noticed and open to the public and require the legislative body to offer public comment via video or phone.</p>	<p>ASSEMBLY LOC GOV</p>	<p>WATCH</p>

<p><u>AB 2622</u> (Mullin D) Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.</p>	<p>AB 2622 would extend the exemption from the state portion of the sales tax the purchase zero emission transit vehicles. This bill is sponsored by the California Transit Association.</p> <p>As approved by the Assembly Committee on Revenue & Taxation, the bill was amended to reduce the extension from 10 years to 2 years. As amended the bill extends the sunset date on the sales tax exemption from January 1, 2024, to January 1, 2027.</p>	<p>ASSEMBLY APPR</p>	<p>SUPPORT</p>
<p><u>ACA 1</u> (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.</p>	<p>Identical to last session's proposal, which NVTa supported, ACA 1 would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. This includes capital improvements to transit and streets and highways.</p> <p>However, ACA 1 does not allow for the 55% local measure to use the tax revenue for transit operations.</p>	<p>ASSEMBLY LOC GOV</p> <p>(Hearing deadlines do not apply to Constitutional amendments)</p>	<p>Support</p>
<p><u>SB 674</u> (Durazo D) Public Contracts: workforce development: transportation-related contracts.</p>	<p>SB 674, until January 1, 2027, requires the Labor and Workforce Development Agency (LWDA) to create the California Jobs Plan Program and the United States Jobs Plan Program. The intent of the bill is to incentivize more high-quality transportation, manufacturing, and infrastructure jobs through the public contracting process.</p> <p>The Assembly Appropriations Committee amended SB 674 to specify participation by local transportation entities would be optional. However, the bill would still apply to purchases made by Caltrans. These amendments and concerns likely expressed by the Administration resulted in the author making it a two-year bill. Senator Durazo intends to work with opposition during the interim to reach a consensus on the bill. Previously, the author has accepted several amendments to address concerns</p>	<p>ASSEMBLY FLOOR</p> <p>Inactive File</p>	<p>WATCH</p>

<p><u>SB 674</u> (continued)</p>	<p>expressed by CalACT and CTA, such as requiring FTA approval before the new requirements start. However, significant concerns remain regarding how this program would be implemented, the ability to verify the promises made are achieved, and the likelihood of procurement delays due to a rise in award protests.</p>		
<p><u>SB 852</u> (Dodd D) Climate resilience districts: formation: funding mechanisms.</p>	<p>SB 852 would create the Climate Resilience Districts Act. The intent of this bill is to provide the ability for local governments to create districts for the purpose of addressing climate change effects and impacts through activities and actions that include mitigation and adaptation.</p> <p>This bill would allow cities, counties, and special districts to create a district to finance a wide range of climate resilience projects, including addressing sea level rise, wildfire, and drought. These districts would be authorized to utilize tax increment financing, as well as existing benefit assessment financing tools.</p>	<p>SENATE GOV. & F</p>	<p>SUPPORT</p>
<p><u>SB 878</u> (Skinner D) School transportation.</p>	<p>SB 878 would create a program to provide home-to-school transportation to all students, and it was approved by the Senate Education Committee. The bill is sponsored by the California School Employees Association.</p> <p>Under this bill school agencies that do not provide transportation services are directed to work with parents, teachers, transit operators, and air districts and others on developing a transportation plan that ensures all students have free transportation to school. Funding for this program is dependent on a budget appropriation, and the allocation formula is not specified but would be based on a per mile reimbursement.</p>	<p>SENATE APPR</p>	<p>WATCH</p>

<p><u>SB 917</u> (Becker D) Seamless Transit Transformation Act.</p>	<p>SB 917 picks-up where AB 629 (Chiu) left off last year. SB 917 directs MTC to work with transit operators to develop the Connected Network Plan, adopt an integrated transit fare structure by July 1, 2024, develop a comprehensive regional transit wayfinding system by July 1, 2024, and establish by January 1, 2023, an open-source real-time transit information system. The bill also states that if MTC determines an operator is out of compliance then that operator would not be eligible for STA funds.</p> <p>While these tasks are generally acceptable, the lack of funding and aggressive timelines do raise concerns. In addition, the fare coordination requirements may restrict the ability of operators to make budget decisions.</p>	<p>SENATE TRANS</p>	<p>SUPPORT IF AMENDED</p>
<p><u>SB 922</u> (Wiener D) California Environmental Quality Act: exemptions: transportation-related projects.</p>	<p>SB 922 extends the application of the CEQA exemptions enacted in SB 288 (Chapter 200, Statutes of 2020).</p> <p>SB 922 would repeal the sunset date on the exemption for an active transportation plan, a pedestrian plan, or a bicycle transportation plan. Amendments were accepted in the Senate Environmental Quality Committee to add definitions for these plans, as well as a definition for transit vehicles and transit operator. The amendments made several other changes to the bill. Most of the changes are clarifying, but the changes do impose sunset dates. The amendments would extend the exemption for the various plans by 7 years and extend the sunset date for the specified projects by 4 years.</p>	<p>SENATE APPR</p>	<p>SUPPORT</p>
<p><u>SB 942</u> (Newman D) Low Carbon Transit Operations Program: free or reduced fare transit program.</p>	<p>SB 946 was unanimously approved by the Senate Committee on Environmental Quality.</p> <p>This bill would allow transit agencies who use Low Carbon Transit Operations Program (LCTOP) moneys to fund free or reduced fare transit programs to continue using those moneys for ongoing operating costs. It</p>	<p>SENATE APPR</p>	<p>SUPPORT</p>

<u>SB 942</u> (continued)	further eliminates the requirements to annually demonstrate greenhouse gas (GHG) emission reductions and document other program details when using LCTOP funds for transit passes.		
<u>SB 1049</u> (Dodd D) Transportation Resilience Program.	<p>Similar to proposed budget trailer bill language, SB 1049 would establish the Transportation Resilience Program within Caltrans. This program would be funded in the annual Budget Act from 15% of the available federal National Highway Performance Program funds and 100% of the available federal Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation program funds. The Governor's budget proposes allocating \$400 million in general fund revenue for the Climate Adaptation Grant Program. SB 1049 would allocate funding through the CTC for the following purposes:</p> <ul style="list-style-type: none"> • Not less than 10% for climate mitigation planning activities • Not less than 75% for resilience improvements, with a yet to be specified amount for state highway system resilience projects. 	SENATE APPR. SUSPENSE FILE	SUPPORT
<u>SB 1050</u> (Dodd D) State Route 37 Toll Bridge Act.	<p>SB 1050 would create the SR-37 Toll Authority that would be administered by the Bay Area Infrastructure Financing Authority. While the chair of the Senate Transportation Committee abstained, Senator Dodd was able to secure enough votes for passage. The bill now moves to the Senate Committee on Governance & Finance.</p> <p>In short, the bill would require the Authority to operate and maintain tolling infrastructure, including installing toll facilities, and collect tolls for the use of the Sonoma Creek Bridge. The revenues from the toll bridge would be used for capital improvements to repair or rehabilitate the toll bridge, to expand toll bridge capacity, to improve toll bridge or corridor operations, and to increase public transit, carpool, vanpool, and</p>	SENATE GOV & FIN	SUPPORT

<u>SB 1050</u> <i>(continued)</i>	nonmotorized options on the toll bridge or in the segment of State Route 37 corridor.		
<u>SB 1100</u> <u>(Cortese D)</u> Open meetings: orderly conduct.	<p>SB 1100 was approved by the Senate Governance & Finance Committee, and will be heard next by the Senate Judiciary Committee. The Judiciary hearing will focus on the public's right to access public meetings.</p> <p>SB 1100 would authorize the removal of an individual or group from a public meeting who is "willfully interrupting" the meeting after a warning and a request to stop their behavior. "Willfully interrupting" is defined as intentionally engaging in behavior during a meeting of a legislative body that substantially impairs or renders infeasible the orderly conduct of the meeting in accordance with law.</p>	SENATE JUD	WATCH
<u>SB 1156</u> <u>(Grove R)</u> Motor Vehicle Fuel Tax: Diesel Fuel Tax: inflation adjustment.	<p>In order to address the decreasing value of fuel taxes over time, SB 1, starting on July 1, 2020, and each year thereafter, directed the annual inflationary adjustment of the fuel tax amount.</p> <p>While the Governor's budget has proposed to suspend the inflation adjust for one year only, SB 1156 would prospectively repeal the annual inflation adjustment.</p>	SENATE GOV & FIN	OPPOSE