

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, October 19, 2022
1:00 PM

***Meeting is being held remote via Zoom and in person at
625 Burnell Street, Napa CA 94559***

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 remotely via Zoom and in person at the JoAnn Busenbark Boardroom located at 625 Burnell Street, Napa CA. Members of the public may observe and participate in the meeting from home or in person. 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/UCrpjLcW9uRmA0EE6w-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. Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Executive Director's Update
8. Caltrans' Update

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.

9. PRESENTATIONS

9.1 Safe Routes to School Program (Kara Vernor, Napa County Bicycle Coalition)

Recommendation: Information Only

Estimated Time: 1:15 p.m.

10. CONSENT AGENDA ITEMS

10.1 AB 361 Requirements for Remote Public Meetings (Osman Mufti) (Pages 10-15)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-26 making findings and declaring its 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: 1:30 p.m.

Attachments: [Staff Report](#)

10.2 Meeting Minutes of September 21, 2022 (Laura Sanderlin) (Pages 16-19)

Recommendation: Board action will approve the minutes of September 21, 2022 regular meeting.

Estimated Time: 1:30 p.m.

Attachments: [Draft Minutes](#)

10.3 Napa Valley Transportation Authority (NVTA) Conflict of Interest Code (Laura Sanderlin) (Pages 20-36)

Recommendation: That the Napa Valley Transportation Authority (NVTA) approve Resolution No. 22-28 amending the Conflict of Interest Code and direct the Secretary to forward it to the Napa County Board of Supervisors as the reviewing authority in Napa County.

Estimated Time: 1:30 p.m.

Attachments: [Staff Report](#)

10.4 Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2022-23 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program (Antonio Onorato) (Pages 37-47)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 22-30 authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2022-23 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of \$51,000.

Estimated Time: 1:30 p.m.

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS**11.1 Project Work Order No. PWO-02 to NVTA Agreement No. 21-35 with Fehr & Peers for Work Associated with the Napa Valley Vision Zero Plan (Diana Meehan) (Pages 48-61)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Project Work Order No. PWO-02 to NVTA Agreement No. 21-35 with Fehr & Peers for the development and completion of the Napa Valley Vision Zero Plan in an amount not to exceed \$250,000 dollars.

Estimated Time: 1:40 p.m.

Attachments: [Staff Report](#)

11.2 Solar Photovoltaic System (PVS) and 20-Year Purchase Power Agreement for the new Vine Bus Maintenance Facility on Sheehy Court (Kate Miller) (Pages 162-201)

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

1. Approve Resolution 22-27 awarding a 20-year Purchase Power Agreement to Regatta Solutions / 127 Energy in an amount not to exceed prepayment amount of \$450,000;
2. Authorize the Executive Director to enter into and make substantive modifications to Power Purchase Agreement No. 22-C30 with Regatta Solutions / 127 Energy entailing design, installation, operation, and maintenance for a turnkey PVS lease for the Vine Bus Maintenance Facility

Estimated Time: 1:50 p.m.

Attachments: [Staff Report](#)

11.3 Project Work Order No. PWO-03 to NVTA Agreement No. 21-42 with Stantec Consulting Services, Inc. for work associated with the California Air Resource Board (CARB) Zero Emission Bus Rollout Plan and associated grant development services (Victoria Ortiz) (Pages 202-257)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Project Work Order No. PWO-03 to NVTA Agreement No. 21-42 with Stantec Consulting Services, Inc. to complete the CARB Zero Emission Bus Rollout Plan and provide associated grant development services in an amount not to exceed \$55,008.

Estimated Time: 2:05 p.m.

Attachments: [Staff Report](#)

11.4 Imola Park and Ride Electrification (Alberto Esqueda) (Pages 258-280)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to enter into agreements and make minor modifications as necessary with contractor(s) to complete the electrification and vehicle charging infrastructure at the Imola Park and Ride for an amount not to exceed \$410,500. Contractors will include, but may not be limited to, Bear Electrical Solutions and Pacific Gas and Electric (PG&E).

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

11.5 Recruitment Strategy for Advisory Committee Member Vacancies (Valerie Walston) (Pages 281-289)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the marketing plan to recruit members for the advisory committee vacancies. There are six (6) member vacancies on the Citizens Advisory Committee (CAC), three (3) member vacancies on the Paratransit Coordinating Council (PCC), one (1) member vacancy on the Active Transportation Advisory Committee (ATAC) and two (2) member vacancies on the Independent Taxpayer Oversight Committee (ITOC).

Estimated Time: 2:25 p.m.

Attachments: [Staff Report](#)

11.6 Federal and State Legislative Update (Kate Miller) (Pages 290-312)

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 State Bill Matrix.

Estimated Time: 2:35 p.m.

Attachments: [Staff Report](#)

12. FUTURE AGENDA ITEMS**-NVTA Marketing Plan Overview****13. CLOSED SESSION****13.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Significant exposure to litigation pursuant to of Government Code Section 54956.9(d)(1): Claim of George Thomson

Estimated Time: 2:45 p.m.

14. ADJOURNMENT**14.1 Approval of Next Regular Meeting Date of November 16, 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, October 14, 2022.



Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

AB 361 Requirements for Remote Public Meetings

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-26 making findings and declaring its 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.

In response to improving conditions, Governor Newsom issued Executive Order N-11-22 on June 17, 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 "hybrid" meetings to allow members of the Board and public to attend either in person or remotely.

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 (NVRTA) Board approve Resolution 22-26 making findings and declaring its 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 expired June 30, 2022, however, the operative Cal/OSHA regulations cited therein, 8 CCR 3205(c)(5)(D), remain in full force and effect and state in pertinent part as follows: "the fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased

ventilation indoors, and respiratory protection decrease the spread of COVID-19 but are most effective when used in combination.”

In response to improving conditions, Governor Newsom issued Executive Order N-11-22 on June 17, 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 “hybrid” meetings to allow members of the Board and public to attend either in person or remotely. 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. Hybrid meetings allow for these precautions to be implemented.

Hybrid meetings are one of the least disruptive methods the Board can utilize to protect against the ongoing threat of COVID-19 transmission. COVID-19 spreads easily and quickly through airborne droplets. While face coverings, testing, and ventilating indoor spaces can reduce transmission, they cannot eliminate the threat. Conducting hybrid meetings allows attendees to fully participate in each meeting without requiring that they gather in the same indoor space. Further, it allows members of the public, staff, and members of the Board to participate in meetings even if they have been exposed to COVID-19 or are experiencing symptoms of COVID-19.

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 22-26 which would put the NVTA Board of Director’s meeting out of government compliance.

ATTACHMENT(S)

- 1) Resolution 22-26

RESOLUTION No. 22-26

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
MAKING FINDINGS REAUTHORIZING REMOTE TELECONFERENCE MEETINGS
AND DECLARING ITS INTENT TO CONTINUE MEETING IN HYBRID FORMAT TO
ALLOW ATTENDANCE IN PERSON OR REMOTELY 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, 8 CCR 3205(c)(5)(D) of the Cal/OSHA regulations state: “the fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 but are most effective when used in combination”; and

WHEREAS, the hybrid meeting model allows each individual attendee of the meeting to assess his or her own risk, and the risk they may pose to others, based on vaccination status, health conditions, age, or any other factor which may dissuade a person from attending an in-person meeting; and

WHEREAS, the hybrid meeting model also provides those that wish to attend meetings in-person the ability to do so; and

WHEREAS, the Board of Directors does hereby find that COVID-19 continues to directly impact the ability of the members to meet safely in person, and the Governor's state of emergency proclamation, and state Cal/OSHA regulations related to social distancing remain in effect and remote meetings continue to provide health and safety benefits.

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. Holding hybrid meetings will reduce the possibility of COVID-19 transmission during meetings by allowing those who are at risk or potentially suffering COVID-19 symptoms to participate in meetings without physically attending.

4. 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 hybrid meetings.

5. NVTa shall hold their meetings in hybrid format offering attendees both in-person and videoconference/teleconference access. Any public comment period during any such meeting shall be taken in the same form and fashion from in-person and remote attendees. If at any time during any such meeting the ability to broadcast the meeting and accept public comments from remote attendees through videoconference/teleconference is disrupted, the body holding the meeting shall recess until the disruption is resolved or continue the meeting to a later date when videoconference/teleconference participation can be restored.

6. 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 hybrid 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 October 19, 2022, by the following vote:

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Wednesday, September 21, 2022

1:00 PM

REFER TO COVID-19 SPECIAL NOTICE

1. Call to Order

Chair Alessio called the meeting to order at 1:23pm.

2. Roll Call

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

3. Adoption of the Agenda

Motion MOVED by JOSEPH, SECONDED by PEDROZA to APPROVE Item 3. Adoption of the Agenda. Motion carried by the following roll call vote:

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

Absent: 2 - Ramos

4. Public Comment

Public comment made by Kara Vernor of the Napa County Bicycle Coalition reporting upcoming Safe Route to School events.

{Director Ramos entered the meeting}

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

Director Dunbar extended appreciation to NVTB for their work on the Yountville Bee line.

Director Pedroza reported updates on recent MTC activities and the retirement of Therese McMillan.

Director Garcia and Director Ramos reported ABAG updates.

Director Ellsworth extended appreciation to NVTA for their work on electric bus project and provided date for St. Helena ribbon cutting.

Vice Chair Joseph announced Electric Mobility Event on September 25th.

6. Executive Director's Update

Director Miller reported:

- NVTA staffing update
- Grant award for \$6.3 million dollars for six zero emission buses
- Ribbon cutting update for Bee Line and Butterfly Bus
- Imola Park and Ride Ribbon Cutting on October 13th
- Introduction of new Caltrans's representative, Amani Meligy.

7. Caltrans' Update

Amani Meligy, Caltrans, reported recent project update.

8. PRESENTATIONS

8.1 Project Update (Danielle Schmitz and Rebecca Schenck)

Information Only/No Action Taken

Director Dunbar inquired about winter season impacts on the Soscol Junction project timeline.

9. CONSENT AGENDA ITEMS

Motion MOVED by KRAUS, SECONDED by JOSEPH to APPROVE Consent Items 9.1-9.6. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

9.1 AB 361 Requirements for Remote Public Meetings (Osman Mufti) (Pages 9-14)

Attachments: [Staff Report](#)

9.2 Meeting Minutes of July 20, 2022 (Laura Sanderlin) (Pages 15-18)

Attachments: [Draft Minutes](#)

9.3 Active Transportation Advisory Committee (ATAC) Member Appointments (Diana Meehan) (Pages 19-24)

Attachments: [Staff Report](#)

9.4 Motion to Approve Ordinance 2022-01 of the Napa Valley Transportation Authority Regulating Parking, Camping, and Smoking at Transit Facilities and Parking Areas (Rebecca Schenck) (Pages 25-36)

Attachments: [Staff Report](#)

- 9.5** Purchase Order #22-015 with Remix Technologies, LLC (Libby Payan) (Pages 37-56)

Attachments: [Staff Report](#)

- 9.6** Amended and Restated Clipper© Memorandum of Understanding (Antonio Onorato) (Pages 57-92)

Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

- 10.1** Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2023 (Diana Meehan) (Pages 93-130)

Attachments: [Staff Report](#)

Approved

Motion MOVED by KRAUS, SECONDED by JOSEPH to APPROVE Item 10.1. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

- 10.2** Project Work Order No. 01 to NVTa Agreement No. 21-34 with DKS Associates for Work Associated with the Countywide Accessible Transportation Needs Assessment (Diana Meehan) (Pages 131-140)

Attachments: [Staff Report](#)

Approved

Motion MOVED by GARCIA, SECONDED by JOSEPH to APPROVE Item 10.2. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Canning, Pedroza, Dohring, Joseph, Dunbar, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Tagliaboschi

- 10.3** V-Commute Program Update (Diana Meehan) (Pages 141-146)

Attachments: [Staff Report](#)

Information Only/No Action Taken

Director Pedroza made comment about effective employee versus employer buy in.

Director Garcia inquired about measured data of vehicle miles traveled within the program.

- 10.4** Vine Transit Update (Rebecca Schenck) (Pages 147-153)

Attachments: [Staff Report](#)

Information Only/No Action Taken

Director Dunbar recommended climate action giveaways to users of new EV buses.
Chair Alessio inquired about marketing plan.

10.5 Federal and State Legislative Update (Kate Miller) (Pages 154-168)

Attachments: [Staff Report](#)

Information Only/No Action Taken

11. FUTURE AGENDA ITEMS

- Committee Member vacancies and Marketing outreach efforts
- NVTA Marketing Plan

12. ADJOURNMENT

Chair Alessio adjourned the meeting at 3:00pm.

12.1 Approval of Next Regular Meeting Date of October 19, 2022 and Adjournment

Laura M. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Transportation Authority (NVTA) Conflict of Interest Code

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) approve Resolution No. 22-28 (Attachment 1) amending the Conflict of Interest Code and direct the Secretary to forward it to the Napa County Board of Supervisors as the reviewing authority in Napa County.

EXECUTIVE SUMMARY

A review of the Conflict of Interest Code determined that several positions have been created or re-titled since the last time the Agency's Conflict Code was last reviewed. To comply with the Fair Political Practices Commission rules it is necessary that the Conflict of Interest Code be amended.

FISCAL IMPACT

Is there a fiscal impact? No



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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: Napa Valley Transportation Authority (NVRTA) Conflict of Interest Code

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) approve Resolution No. 22-28 (Attachment 1) amending the Conflict of Interest Code and direct the Secretary to forward it to the Napa County Board of Supervisors as the reviewing authority in Napa County.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Fair Political Practices Commission (FPPC) issued rules related to public agency conflict of interest codes requiring public agencies to create conflict of interest codes and regularly review them to determine whether refinements are necessary.

A recent review of the Conflict of Interest Codes revealed that certain position titles need to be updated.

ALTERNATIVES

The Board may elect not to approve the amended conflict of interest code, however, the Agency would fail to comply with the Fair Political Practices Commission (FPPC) rules related to public agency conflict of interest codes.

ATTACHMENT(S)

- (1) Resolution No. 22-28 (Redline)
- (2) Resolution No. 22-28 (Clean)

RESOLUTION NO. 19-1722-28

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AMENDING THE AGENCY CONFLICT OF INTEREST CODE**

WHEREAS, on September 21, 1993, the Napa County Board of Supervisors, acting as the code reviewing body, approved the adoption of a Conflict of Interest Code for the Napa County Congestion Management Agency, as required by the Political Reform Act of 1974 (Government code sections 81000 et seq., hereinafter referred to as "Act"); and

WHEREAS, on or about May 13, 1998, the Napa County Congestion Management Agency was converted into and succeeded by the Napa County Transportation and Planning Agency ("NCTPA"), a joint powers agency organized under the Joint Exercise of Powers Act (Government Code section 6500 et seq.); and

WHEREAS, on September 18, 2002, the Board amended the NCTPA Conflict of Interest Code, to conform to changes made in the model conflict of interest code ("model code") promulgated by the Fair Political Practices Commission ("FPPC") and expand the list of designated positions and disclosure categories to reflect the current operations of the NCTPA in serving as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County, and performing such transportation related duties and responsibilities as the Member Jurisdictions may delegate to NCTPA; and

WHEREAS, on November 14, 2012, the Board of NCTPA amended its Conflict of Interest Code in its entirety; and

WHEREAS, on November 19, 2014, the Board of NCTPA amended Appendix A of the Conflict of Interest Code in its entirety; and

WHEREAS, on February 17, 2016 the Board of the NCTPA approved Resolution No. 16-02 changing the name of the NCTPA to the Napa Valley Transportation Authority (NVTA or Authority), a Joint Powers Authority; and

WHEREAS, on June 15, 2016 the Board of NVTA amended its Conflict of Interest Code in its entirety; and

WHEREAS, on October 23, 2019 the Board of NVTA amended its Conflict of Interest Code in its entirety; and

WHEREAS, it is now necessary to amend the Conflict of Interest Code in its entirety to reflect added and deleted management positions, and/or changes in management titles; and

WHEREAS, the Napa County Board of Supervisors, acting as the code reviewing body, will consider approval of this Resolution later in ~~2019~~2022.

THEREFORE, BE IT RESOLVED by the Board of Directors of NVTa that NVTa's Conflict of Interest Code attached hereto as Exhibit A is hereby approved and shall be effective upon confirmation by the Napa County Board of Supervisors as code reviewing body for the Authority.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting of the Board held on the ~~23rd~~-19th day of October ~~2019~~-2022 by the following vote:

Ayes:

~~Chris Canning~~Liz Alessio, NVTa Chair

Nays:

Absent:

ATTEST:

~~Karalyn E. Laura~~ Sanderlin, NVTa Board Secretary

APPROVED:

Osman Mufti, NVTa Legal Counsel

CERTIFICATIONS

I hereby certify that I am the Secretary of the Napa Valley Transportation Authority and the custodian of the records for the Authority and that the attached Resolution is a true and correct copy of the original approved by the Board of Directors of the Authority and on file in the Authority office.

By _____
~~KARALYN ELAURA~~.SANDERLIN
NVTB Board Secretary

I hereby certify that the amended Conflict of Interest Code for the Napa Valley Transportation Authority was approved and confirmed by the Napa County Board of Supervisors, as code reviewing body for the District, by action of the Board of Supervisors on _____, 20~~22~~~~19~~, recorded in the certified minutes of the Board of Supervisors for that date.

By _____
~~JOSE LUIS VALEDZ~~
Clerk of the Napa County Board of Supervisors

EXHIBIT A**NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)****CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Napa Valley Transportation Authority (**NVTA** or **Authority**)

Individuals holding designated positions shall file their statements of economic interest with **NVTA**, which will make the statements available for public inspection and reproduction (Gov. Code § 81008). All statements will be retained by **NVTA**.

APPENDIX “A” LIST OF DESIGNATED EMPLOYEES

The following positions within the Authority may involve the making or participation in the making of decisions of the Authority which may foreseeably have a material effect on financial interests of the holders of the positions. Most of the positions listed are of long-term duration, although some are limited-term positions, but all are listed because their scope of authority or work involves either making final decisions for the Authority which have financial consequences or developing and/or exercising such a level of expertise and ongoing relationship with those who make such decisions that the decision-makers can reasonably be expected to routinely trust and rely upon their advice.

For purposes of filing Statements of Economic Interests as required by this Conflict of Interest Code, the “Designated Employees” of the Authority shall be those persons who actually occupy or carry out the functions of the following positions; whether as elected or appointed officers, compensated employees, or contracted consultants:

<u>DESIGNATED EMPLOYEE POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Members and Alternate Members of the Board of Directors	1
Executive Director	1
Director, Administration, Finance, and Policy	1
Director, Capital Development and Planning	2
Program Manager Administration and Human Resources (Secretary of the Board)	2
Office Manager / Board Secretary	2
Program Manager - Engineering and Projects -	2
Program Manager - Public Transit	2
Authority Legal Counsel	1
Authority Auditor-Controller	1
Authority Treasurer	1

Contract Consultants for the Authority. Contract consultants shall be included in the list of Designated Employees and shall disclose their material financial interests in regard to all of the adopted disclosure categories, subject to the following limitation:

The Executive Director may determine in writing that a particular contract consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to comply or fully comply with all of the disclosure requirements described in Appendix “B”. This written determination shall include a description of the contract consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. This determination is a public record and shall be retained for public inspection and be available for inspection and copying in the same location and manner as the Authority's copy of the Conflict of Interest Code.

PUBLIC OFFICIALS OF THE DISTRICT WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the Authority Treasurer (the Napa County Treasurer-Tax Collector serving ex-officio) manages public investments and therefore shall file a Statement of Economic Interests pursuant to Government Code section 87200.

APPENDIX “B” DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business positions, course of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.

DISCLOSURE CATEGORIES

CATEGORY 1. Persons in this category shall disclose all investments, business positions in business entities, sources of income, including receipt of gifts, loans, and travel payments and interests in real property. .

CATEGORY 2. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provides, or contracts with the Authority or its Purchasing Agent to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to the Authority, or has contracted with the Authority or its Purchasing Agent to supply goods, services, supplies, materials, machinery or equipment, including contracts with the Authority to receive grants from or through the Authority. Persons in this category shall also disclose all interests in real property.

RESOLUTION NO. 22-28

A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) AMENDING THE AGENCY CONFLICT OF INTEREST CODE

WHEREAS, on September 21, 1993, the Napa County Board of Supervisors, acting as the code reviewing body, approved the adoption of a Conflict of Interest Code for the Napa County Congestion Management Agency, as required by the Political Reform Act of 1974 (Government code sections 81000 et seq., hereinafter referred to as “Act”); and

WHEREAS, on or about May 13, 1998, the Napa County Congestion Management Agency was converted into and succeeded by the Napa County Transportation and Planning Agency (“NCTPA”), a joint powers agency organized under the Joint Exercise of Powers Act (Government Code section 6500 et seq.); and

WHEREAS, on September 18, 2002, the Board amended the NCTPA Conflict of Interest Code, to conform to changes made in the model conflict of interest code (“model code”) promulgated by the Fair Political Practices Commission (“FPPC”) and expand the list of designated positions and disclosure categories to reflect the current operations of the NCTPA in serving as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County, and performing such transportation related duties and responsibilities as the Member Jurisdictions may delegate to NCTPA; and

WHEREAS, on November 14, 2012, the Board of NCTPA amended its Conflict of Interest Code in its entirety; and

WHEREAS, on November 19, 2014, the Board of NCTPA amended Appendix A of the Conflict of Interest Code in its entirety; and

WHEREAS, on February 17, 2016 the Board of the NCTPA approved Resolution No. 16-02 changing the name of the NCTPA to the Napa Valley Transportation Authority (NVTA or Authority), a Joint Powers Authority; and

WHEREAS, on June 15, 2016 the Board of NVTA amended its Conflict of Interest Code in its entirety; and

WHEREAS, on October 23, 2019 the Board of NVTA amended its Conflict of Interest Code in its entirety; and

WHEREAS, it is now necessary to amend the Conflict of Interest Code in its entirety to reflect added and deleted management positions, and/or changes in management titles; and

WHEREAS, the Napa County Board of Supervisors, acting as the code reviewing body, will consider approval of this Resolution later in 2022.

THEREFORE, BE IT RESOLVED by the Board of Directors of NVTa that NVTa's Conflict of Interest Code attached hereto as Exhibit A is hereby approved and shall be effective upon confirmation by the Napa County Board of Supervisors as code reviewing body for the Authority.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting of the Board held on the 19th day of October 2022 by the following vote:

Ayes:

Liz Alessio, NVTa Chair

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTa Board Secretary

APPROVED:

Osman Mufti, NVTa Legal Counsel

CERTIFICATIONS

I hereby certify that I am the Secretary of the Napa Valley Transportation Authority and the custodian of the records for the Authority and that the attached Resolution is a true and correct copy of the original approved by the Board of Directors of the Authority and on file in the Authority office.

By _____
LAURA.SANDERLIN
NVRTA Board Secretary

I hereby certify that the amended Conflict of Interest Code for the Napa Valley Transportation Authority was approved and confirmed by the Napa County Board of Supervisors, as code reviewing body for the District, by action of the Board of Supervisors on _____, 2022, recorded in the certified minutes of the Board of Supervisors for that date.

By _____
Clerk of the Napa County Board of Supervisors

EXHIBIT A**NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)****CONFLICT OF INTEREST CODE**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Napa Valley Transportation Authority (**NVTA** or **Authority**)

Individuals holding designated positions shall file their statements of economic interest with **NVTA**, which will make the statements available for public inspection and reproduction (Gov. Code § 81008). All statements will be retained by **NVTA**.

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For purposes of filing Statements of Economic Interests as required by this Conflict of Interest Code, the “Designated Employees” of the Authority shall be those persons who actually occupy or carry out the functions of the following positions; whether as elected or appointed officers, compensated employees, or contracted consultants:

<u>DESIGNATED EMPLOYEE POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Members and Alternate Members of the Board of Directors	1
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Director, Administration, Finance, and Policy	1
Director, Capital Development and Planning	2
Office Manager / Board Secretary	2
Program Manager - Engineering -	2
Program Manager - Public Transit	2
Authority Legal Counsel	1
Authority Auditor-Controller	1
Authority Treasurer	1

Contract Consultants for the Authority. Contract consultants shall be included in the list of Designated Employees and shall disclose their material financial interests in regard to all of the adopted disclosure categories, subject to the following limitation:

The Executive Director may determine in writing that a particular contract consultant, although a “designated position”, is hired to perform a range of duties that is limited in

scope and thus is not required to comply or fully comply with all of the disclosure requirements described in Appendix "B". This written determination shall include a description of the contract consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. This determination is a public record and shall be retained for public inspection and be available for inspection and copying in the same location and manner as the Authority's copy of the Conflict of Interest Code.

PUBLIC OFFICIALS OF THE DISTRICT WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the Authority Treasurer (the Napa County Treasurer-Tax Collector serving ex-officio) manages public investments and therefore shall file a Statement of Economic Interests pursuant to Government Code section 87200.

**APPENDIX “B”
DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of investments, business positions, course of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.

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CATEGORY 2. Persons in this category shall disclose investments, business positions and income, including gifts, loans and travel payments, from sources that provides, or contracts with the Authority or its Purchasing Agent to provide, or may foreseeably provide, goods, services, supplies, materials, machinery or equipment to the Authority, or has contracted with the Authority or its Purchasing Agent to supply goods, services, supplies, materials, machinery or equipment, including contracts with the Authority to receive grants from or through the Authority. Persons in this category shall also disclose all interests in real property.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2022-23 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 22-30 authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2022-23 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of \$51,000.

EXECUTIVE SUMMARY

The agency annually submits an application for Planning, Programming and Monitoring (PPM) funds. NVTA will use the PPM STIP allocation funds to meet local requirements for planning, programming and monitoring of STIP projects in Napa County.

FISCAL IMPACT

NVTA will receive \$51,000 in PPM funds in reimbursable expenses monitoring STIP projects.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aaonorato@nvta.ca.gov
SUBJECT: Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2022-23 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 22-30 (Attachment 1) authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2022-23 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of \$51,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Each year, PPM funding is provided to regional transportation planning agencies to assist with the cost to prepare the county STIP program, to perform STIP-funded project oversight, and to perform STIP project development support activities.

ALTERNATIVES

The Board may choose to forego the funding, in which case, the agency would need to use general funds to support the oversight of STIP projects.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The use of PPM funds to oversee STIP projects minimizes the loss of state funding and ensures that projects are delivered expeditiously.

ATTACHMENT

- (1) Resolution No. 22-30
- (2) STIP PPM Program Fund Transfer Agreement

RESOLUTION No. 22-30

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE FUND TRANSFER
AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS) FOR FY 2022-23 STATE TRANSPORTATION
IMPROVEMENT PROGRAM (STIP) PLANNING,
PROGRAMMING AND MONITORING (PPM) PROGRAM**

WHEREAS, the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Program; and

WHEREAS, NVTA is eligible to receive STIP funding through Caltrans in the amount of \$51,000 for FY 2022-23 PPM23L-6510(007); and

WHEREAS, NVTA will use these funds to meet the local requirements for program planning, programming, and monitoring STIP projects in Napa County; and

WHEREAS, Caltrans has requested the NVTA to execute fund transfer agreements in order to receive the STIP funds:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Napa Valley Transportation Authority that the Executive Director is authorized to execute fund transfer agreements and any amendments thereto with Caltrans to receive FY 2022-23 funds for STIP Planning, Programming and Monitoring Program;

BE IT FURTHER RESOLVED that NVTA agrees to comply with all terms and conditions of the fund transfer agreement.

Passed and adopted this 19th day of October, 2022.

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti , NVTA Legal Counsel

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM
FUND TRANSFER AGREEMENT

ATTACHMENT 2
AGENDA ITEM 10.4
OCTOBER 19, 2022

Project Number: PPM23L-6510(007)
Agreement Number: PPM23L-6510(007)

Location: 04-NAP-0-NVTA
AMS Adv ID:0422000510
PPNO: 1003E

THIS AGREEMENT, effective on July 1, 2022 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Napa Valley Transportation Authority, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed \$51,000.00 from monies appropriated for the PPM Program as follows:

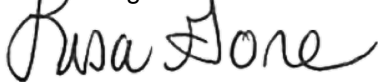
For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer

| Date 9/20/22

| \$ 51,000



2. To pay the ADMINISTERING AGENCY a single lump sum payment upon final execution of this AGREEMENT and the receipt of an original and two copies of a signed initial invoice in the proper form from ADMINISTERING AGENCY in the amount shown in Section 1, Article (1) as promptly as state fiscal procedures will permit.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2025. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES

A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

9. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds.
2. Eligible expenditures under this AGREEMENT shall be from the effective date of allocation to June 30, 2025.
3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM program commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM program or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be preformed as provided in Section II, Article (4) of this agreement.
4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.
5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM Program.
6. This Agreement shall terminate on December 31, 2025.

STATE OF CALIFORNIA

Department of Transportation

Napa Valley Transportation Authority

By: _____
Office of Project Implementation
Division of Local Assistance
Date: _____

By: _____
Title: _____
Date: _____

Attest: _____
Title: _____

The agency shall prepare a PPM plan, which will become a part of the Fund Transfer Agreement, titled Attachment A.

This plan is a one or two page summary outline of the major activities and, where appropriate, sub activities that will be accomplished with the current year PPM fund allocation. The plan shall outline the specific activities the Agency plans to implement. Indicate the approximate time period and cost for each major activity.

Funds may be moved between the elements. It is expected that work will be accomplished for each element and any revisions will be discussed in the Final Report of Expenditures.

Indicate if this is a single or multi-year plan for this specific allocation and the anticipated date of completion of all expenditures.

Fund allocations for future years should not be requested until this plan's expenditures are near completion.

Expenditures must be completed no later than two years after the fiscal year of allocation.

A Final Report of Expenditures is required within 60 days of completion of expenditures. Current or future allocations may be terminated if this report is not prepared in a timely manner. Unexpended funds shall be returned to the State.

A very simple plan is illustrated below. Details of a plan should be consistent with the activities proposed and funding received.

Attachment A

XYZ RTPA

STIP Planning, Programming and Monitoring Activities Plan (FY 2009/2010)

Activity	Time Period	Cost(\$1,000)
A. Prepare/Review Project Study Reports	9/02-4/03	\$10
B. RTIP Amendment Project Review/Programming	2/02-5/03	\$5
C. STIP Amendment Processing/CTC Coordination	5/02-6/02	\$5
D. Monitoring Implementation	9/02-6/03	\$10
Total		\$30

Anticipated Completion date 6/30/13

rev 08/13/2012



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Project Work Order No. PWO-02 to NVTA Agreement No. 21-35 with Fehr & Peers for Work Associated with the Napa Valley Vision Zero Plan

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Project Work Order No. PWO-02 (Attachment 1) to NVTA Agreement No. 21-35 with Fehr & Peers for the development and completion of the Napa Valley Vision Zero Plan in an amount not to exceed \$250,000 dollars.

EXECUTIVE SUMMARY

The Napa Valley Vision Zero Plan Request for Task Proposals (RTP) No. 02 was released on September 7, 2022 to NVTA's on-call planning services firms. The RTP's Scope of Work entails a comprehensive countywide effort for the development of the Napa Valley Vision Zero Plan that will focus on action oriented strategies and commitment to end traffic-related deaths and serious injuries among all road users countywide by 2030. Completion of a Vision Zero Plan is requirement of the Metropolitan Transportation Commission to meet One Bay Area Grant (OBAG) requirements and for various federal and state grant programs.

The RTP was announced for 21 calendar days or until September 28, 2022, and 3 proposals were received. An evaluation committee comprised of NVTA staff reviewed the submissions and determined the proposal from Fehr & Peers best addressed the Scope of Work. Board approval will allow NVTA to enter into a contract with Fehr & Peers for planning services in an amount not to exceed \$250,000, which includes the cost of the agreement for \$229,200 and \$20,800 in contingency to cover additional tasks if needed.

FISCAL IMPACT

Yes, approximately \$250,000, which is budgeted and being covered by One Bay Area Grant (OBAG) 3 regional funds.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Senior Program Planner/Administrator
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Project Work Order No. PWO-02 to NVTA Agreement No. 21-35 with Fehr & Peers for Work Associated with the Napa Valley Vision Zero Plan

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Work Authorization No. PWO-02 (Attachment 1) to NVTA Agreement No. 21-35 with Fehr & Peers for the development and completion of the Napa Valley Vision Zero Plan in an amount not to exceed \$250,000 dollars.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The concept of Vision Zero although not new, was introduced in NVTA's planning efforts during the development of the first Countywide Pedestrian Plan in 2016, and again with the update of the Countywide Bicycle Plan (2019). In June 2020, the Metropolitan Transportation Commission (MTC) adopted the first Regional Vision Zero policy under Resolution 4400 and formed a Vision Zero working group to advance regional Vision Zero safety efforts. In keeping with the advancement of national, regional and local safety goals, a more detailed description and commitment towards Vision Zero was included in the Countywide Transportation Plan, Advancing Mobility 2045 (CTP-2021). The CTP safety goal states, "Improve system safety to support all modes and serve all users." The CTP goal is supported by five objectives, which includes Vision Zero:

- Design roadways and other transportation facilities to enhance coexistence of all modes
- Educate all road users so they may safely co-exist

- Work with Napa jurisdictions to adopt safety strategies such as *Vision Zero* that address their needs and requirements
- Ensure Measure T roadway funds are maximized to improve infrastructure, as allowed under the ordinance to benefit all transportation modes
- Promote projects that expand travel options for cyclists and pedestrians as well as those projects that reduce congestion and improve safety for vehicles, pedestrians and cyclists

To meet these safety objectives, and to advance Vision Zero countywide, will require a cooperative, multi-sector, multi-jurisdictional effort, using what is known as the “Safe System” approach (Attachment 1). The Safe System approach addresses the safety of all road users and prioritizes roadway safety through acknowledgment of six principles:

1. Death and serious injury is unacceptable
2. Humans make mistakes
3. Humans are vulnerable
4. Responsibility is shared
5. Safety is proactive
6. Redundancy is crucial

Why Vision Zero? Why now?

Severe injuries and fatalities have been on a steady rise on roadways, especially among pedestrians. The 2022 Report “Dangerous by Design” (<https://smartgrowthamerica.org/wp-content/uploads/2022/07/Dangerous-By-Design-2022-v3.pdf>) published by the Complete Streets Coalition and Smart Growth America indicates a 62% increase in U.S. pedestrian fatalities over a 10-year period (2009-2020), and provisional numbers for 2021 show the trend continuing. A five-year query for fatal and severe collisions for all jurisdictions in Napa County (2016-2021) through the Transportation Injury Mapping System/Statewide Integrated Traffic Records System (TIMS/SWITRS) showed a total of 532 crashes resulting in 98 fatalities, and 691 severe injuries. Fifty-six (56) of these victims were under the age of 18. Implementation of the Vision Zero plan with support of local partners will help foster a reversal of this trend.

To advance the goal of improving roadway safety for all modes countywide, and to support the requirement under multiple grant funding programs, NVTa with the assistance of Fehr & Peers, a firm with expertise in safety planning, will develop the Napa Valley Vision Zero plan over the next year. This effort will be data-driven, and complement recent Local Roadway Safety Plans (LRSP) completed by the County and City of Napa and the City of American Canyon, and will help meet safety plan requirements for up valley communities without an LRSP.

Meeting requirements for funding is important, but the ultimate goal of this planning effort is to improve roadways to the highest level of safety and reach the goal of reducing roadway fatalities and serious injuries to zero by 2030. The Federal Highway Transportation Agency (FHWA) has determined that nearly 40% of severe and fatal roadway collisions take place on local roads, and is encouraging local stakeholders to

use data-driven, proven approaches to affect change, which is the primary goal of this effort.

This planning process is expected to take approximately one year to complete.

ALTERNATIVES

The Board could decide not to approve Work Authorization No. PWO-02 with Fehr & Peers and the project would not move forward at this time, which would result in certain jurisdictions being out of compliance with the Metropolitan Transportation Commission's One Bay Area Grant Program (OBAG) and render them ineligible for certain federal and state grant programs.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

This Countywide effort will directly support Goal 2 using a data-driven approach to identify and roadway safety issues, and propose solutions that will result in safe mobility for all roadway users countywide, regardless of travel mode.

ATTACHMENT

- (1) Project Work Order No. PWO-02 to NVT Agreement No. 21-35 with Fehr & Peers



**PROJECT WORK ORDER NO. PWO-02
ON-CALL PLANNING SERVICES**

PROJECT NAME: NAPA VALLEY VISION ZERO PLAN

PROJECT MANAGER: Diana Meehan, Senior Program Planner/Administrator
dmeehan@nvta.ca.gov | 707.259.8327

CONSULTANT DESIGNATED TEAM MEMBERS:

- Fehr & Peers Staff – see EXHIBIT B attached

SCOPE OF SERVICE: Collect, extract and analyze project data necessary to assist in the development of the Napa Valley Vision Zero Plan. See Scope of Services (EXHIBIT A) and Fee Schedule (EXHIBIT B) attached.

START DATE: *October 19, 2022* **COMPLETION DATE:** *October 31, 2023*

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$229,200

CHARGE NUMBER FOR PAYMENT: *TBD*

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated September 01, 2021, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____ Date: _____
KATE MILLER, Executive Director

Contractor

By: _____ Date: _____

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

EXHIBIT A

NAPA VALLEY VISION ZERO PLAN

SCOPE OF WORK

- I. GENERAL.** The Napa Valley Vision Zero Plan (Plan) to be developed by the CONTRACTOR shall identify countywide roadway safety goals and priorities that build upon, and complement recent Local Road Safety Plan (LRSP) efforts completed by the City and County of Napa and the City of American Canyon, and provide needed additional focus on upper valley communities without LRSPs. The Plan will develop current metrics for measuring progress towards severe and fatal injury reduction, High Injury Network GIS maps, and be inclusive of tools with implementable actions easily adapted for all Napa Valley jurisdictions in order to reach the countywide goal of Zero serious and fatal injuries by 2030.

Overall Objectives

- 1) Review/Develop baseline data to understand the current state of injuries and collisions countywide
 - a) Build a baseline of relevant, accurate, and timely injury and collision data for the unincorporated areas and the five cities/town in Napa County.
 - b) Identify gaps in data and define plan to resolve.
 - c) Engage residents of disadvantaged communities to incorporate their perspectives into the collection and analysis of injury and collision data. Incorporate information previously gathered for Community Based Transportation plans and Local Roadway Safety Plans into data to ensure community needs and concerns are well represented.
- 2) Build commitment for the countywide Napa Valley Vision Zero initiative
 - a) Engage with key stakeholders in community groups, disadvantaged communities, local business, government, public health, public safety and law enforcement to communicate current data and demonstrate how a Napa Valley Vision Zero initiative will support local, regional and state goals related to safety, equity and climate change.
 - b) Form a multi-disciplinary team to support NVTa's lead of the planning effort for the Napa Valley Vision Zero initiatives.
- 3) Develop a Vision Zero Plan for Napa Valley
 - a) Engage with city/town, county governments and key stakeholders to determine Napa Valley Vision Zero goals, timeline and performance measures
 - b) Develop and communicate action plan
 - c) Create online dashboard tools to communicate injury and collision data, Napa Valley Vision Zero strategies, and progress

- d) Create a Napa Valley Vision Zero policy and resolution templates for each local jurisdiction's adoption

II. SCOPE OF WORK

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

TASK 1 Kick-off meeting, Refine Study Scope and Tasks, Task Schedule and Community Engagement/Assessment Process

- 1.1 Project Kick-off meeting: Working with the NVTa Project Manager, review the project Scope of Work as presented and recommend any necessary changes that will improve the work product and meet the objectives as stated above.
- 1.2 Prepare a revised detailed scope of work, schedule, and milestones for project to complete within 12 months.
- 1.3 Set regular project team meeting calendar to keep within the 12 month completion timeline
- 1.4 Engage a comprehensive list of stakeholders for community participation that will need to be informed, updated and involved with the project effort.
- 1.5 Establish Community/Stakeholder Outreach and Engagement plan

Deliverables:

TASK	DELIVERABLE
1.1	NVTa Project team meeting to review and update project scope/Kick-off Meeting notes-next steps
1.2	Project scope revisions and 12 month schedule with milestones
1.3	Project team meeting calendar with milestones
1.4	Stakeholder/Community group contact list
1.5	Community and Stakeholder Outreach and Engagement Program

TASK 2 Stakeholder Group/Community Engagement and Assessment

- 2.1 With the assistance of NVTa staff, identify and recruit relevant parties to participate in the countywide Vision Zero Stakeholder Working Group, including but not limited to:
 - Elected officials or designated representatives
 - Jurisdiction Planning/Public Works staff

- Health and Human Services
- Law Enforcement/Public Safety (CHP, Sheriff, Police) and Fire
- Education - Napa County Office of Education/School Districts
- Advocates - Napa County Bicycle Coalition/Slow Down Napa
- Local businesses
- Community Based Organizations
- Residents from identified Disadvantaged Communities

- 2.2 Establish stakeholder working group and public outreach schedule:
- Establish working group schedule for a total of 3 meetings to review data and documents at key milestones in preparation for public outreach meetings
 - Establish public outreach schedule-
 - One meeting in each of the six (6) jurisdictions (Information in English and Spanish)
 - Create Vision Zero standing item on existing NVTa advisory committees. Provide presentation materials and documents for stakeholder and outreach meetings – (NVTa staff will provide updates to NVTa advisory meetings using documents, data and materials provided by consultant)
- 2.3 Establish a Napa Valley Vision Zero Webpage on NVTa website with map based, user friendly map tool (Wordpress compatible) to solicit feedback and communicate data and information to the public. Map tool must provide an overview of Vision Zero and its principles, purpose, goals and objectives with complete instructions for using the tool.
- 2.4 Evaluate/analyze and summarize collected information from community engagement and stakeholder workgroups.
- 2.5 Cross reference findings with project recommendations in existing countywide plans.

Deliverables:

TASK	DELIVERABLE
2.1	Stakeholder Workgroup Contact List/Participant confirmation
2.2	Workgroup and Public outreach calendar/schedule (10 month timeframe) Maps, visuals and collateral, meeting notes/summaries for all meetings
2.3	Napa Valley Vision Zero Webpage (through NVTa Website) with map based tool for public feedback and information distribution

2.4	Summary analysis of Public/Stakeholder feedback -including comment matrix and community-driven projects list as appendix
2.5	Summary(Matrix) cross reference of Countywide Transportation Plan projects with public comments in 2.4

TASK 3 Data Collection and Analysis

- 3.1 Collect and analyze countywide injury and collision data (incorporate recently collected data from LRSPs City and County of Napa and American Canyon)
- 3.2 Create countywide High Injury Network (HIN) GIS map to use for communicating with the public, and decision makers

Deliverables:

TASK	DELIVERABLE
3.1	Countywide injury and collision data analysis summary
3.2	Countywide HIN GIS Map
Optional Task for keeping and distributing data	Create a data dashboard that allows for sharing of collision and injury data in forms that are easily accessible and understandable to the different stakeholders in the region (e.g. summary data for community members; condensed details for staff and policy makers).

TASK 4 Implementation and Evaluation Strategies

- 4.1 Develop list of context sensitive, implementable action strategies using proven countermeasures and best practices that incorporate the safe systems approach principles
- 4.2 Create a Napa Valley Vision Zero policy and resolution templates for jurisdiction adoption- templates should be kept in plain language and easily modifiable to adapt to each jurisdictions' needs. Policy language should be consistent and designed to meet the goal of reaching Zero serious and fatal roadway collisions by 2030.
- 4.3 Assess funding needs for projects and programs, identify resources

Deliverables:

TASK	DELIVERABLE
4.1	Short (1 year or less) Mid (1-3 yrs) Long (4-7 yrs) action list of projects and programs achievable within 6 months to 7 years to meet the Zero serious injuries and fatalities goal by 2030.
4.2	Draft policy and resolution templates – should be kept flexible for modification by each jurisdiction as needed with consistent policy language
4.3	Develop short/mid/long term funding plan in alignment with strategy list and resources

TASK 5 Vision Zero Plan Outline, Final Plan and Appendices

- 5.1 Draft a Napa Valley Vision Zero Plan Outline-Including: dedication page/map for those who lost their lives on Napa County roadways; title page; executive summary section; project team/stakeholder group participants; Table of Contents; Appendices-Assume two rounds of review
- 5.2 Assemble a Draft Napa Valley Vision Zero Plan and Appendices-assume two rounds of review including 15-30 day public comment period on Draft-Appendices should include all technical analysis and public outreach documentation
- 5.3 Create Napa Valley Vision Zero Plan power point presentation

Deliverables:

TASK	DELIVERABLE
5.1	Napa Valley Vision Zero Plan Outline-two rounds of review
5.2	Draft Napa Valley Vision Zero Plan and Appendices documents-two rounds of review –incorporate final round comments received in appendix
5.3	Napa Valley Vision Zero Plan PowerPoint for presentation to various boards, councils and committees
Optional	Video Summary of Napa Valley Vision Zero Plan

TASK 6 Draft Napa Valley Vision Zero Plan Presentation and Adoption

- 6.1 Present Draft Napa Valley Vision Zero Plan to NVTA Board for Adoption

- 6.2 Final Draft production will incorporate any requested changes by the NVTA Board final documents formatted as print and web-ready for publishing

Deliverables:

TASK	DELIVERABLE
6.1	Presentation to NVTA Board of Directors
6.2	Final Napa Valley Vision Zero Plan including any final draft changes requested by the NVTA board-All plan data/documents/graphics files/GIS in electronic format ready for print production and website (Wordpress) ready.

FINAL DELIVERABLE. Final *Napa Valley Vision Zero Plan* and Appendices, with all GIS and data files.

III. PROJECT TIMELINE

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1 Project Initiation											
1.1 Scope of Work Finalization											
1.2 Project Kick-Off											
1.3 Project Management											
2 Stakeholder Engagement											
2.1 Stakeholder & TAC Contact List											
2.2 Stakeholder & TAC Outreach & Engagement Program											
2.3 Stakeholder Committee											
2.4 Technical Advisory Committee											
3.1 Review & Update Existing Data											
3.2 Countywide Collision Landscape Analysis											
3.3 Countywide High Injury Network											
4.1 Collision Profiles											
4.2 Countermeasure Research											
4.3 Engineering Action Plan											
4.4 Education Action Plan											
4.5 Enforcement Action Plan											
4.6 Develop A Funding Plan											

(continued)

Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug

2 Stakeholder Engagement

5.1	Napa Valley Vision Zero Plan Outline											
5.2	Administrative & Stakeholder Draft w/ Appendices											
5.3	Final Plan & VZ Policy & Resolution Templates											
5.4	PowerPoints for Presentation											
6.1	Presentation to NVTB Board of Directors											
6.2	Final Plan & Accompanying Analysis											
7.1	Evaluation with External-Facing Data Dashboard											

NOTE: Project timeline may vary based on progress and delivery of services.

EXHIBIT B

COST SHEET / FEE SCHEDULE

see attached

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 \$249,205.

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

Travel mileage and/or per diem reimbursement, if applicable, will be authorized at the current standard GSA IRS rate (www.irs.gov).

Subject to Agreement, CONTRACTOR shall periodically invoice NVT A based on progress towards completion of each task/deliverables listed.

Fehr & Peers' Fee Proposal for Napa Valley Transportation Authority Vision Zero Plan

Tasks	Fehr & Peers											
	Ashlee Takushi, Project Manager	Erin Ferguson, Principal-in-Charge	Terence Zhao, Project Analyst	Taylor McAdam, Outreach & Community	Meghan Mitman, Technical Advisor	Taylor Whitaker, GIS Technical Advisor	Kelsey Kiley, Project Coordinator	Rachael Sewell, Billing Coordinator	Labor Hours	Direct Labor Costs	Direct Costs	Total Costs
	\$180.00	\$310.00	\$180.00	\$200.00	\$320.00	\$195.00	\$150.00	\$175.00				
Task 1 - Project Initiation												
1.1 Scope of Work Finalization	2	2	0	0	0	0	2	2	8	\$1,630.00	\$80.00	\$1,710.00
1.2 Project Kick-Off Meeting	2	2	1	1	1	1	1	2	11	\$2,375.00	\$120.00	\$2,495.00
1.3 Project Management	24	16	6	2	6	4	7	8	73	\$15,910.00	\$800.00	\$16,710.00
Task 2 - Stakeholder Engagement												
2.1 Stakeholder & TAC Contact List	2	2	0	2	0	0	1	1	8	\$1,705.00	\$90.00	\$1,795.00
2.2 Stakeholder & TAC Outreach & Engagment Plan	2	2	0	8	0	0	2	2	16	\$3,230.00	\$160.00	\$3,390.00
2.3 Stakeholder Committee Meetings	6	6	2	8	3	1	3	4	33	\$7,205.00	\$360.00	\$7,565.00
2.4 TAC Meetings	6	6	2	4	3	1	3	3	28	\$6,230.00	\$310.00	\$6,540.00
Task 3 - Review and Evaluate Existing Materials												
3.1 Review & Update Existing Data	8	2	24	0	2	12	6	7	61	\$11,485.00	\$570.00	\$12,055.00
3.2 Countywide Collision Landscape Analysis	4	2	18	0	2	10	5	5	46	\$8,795.00	\$440.00	\$9,235.00
3.3 Countywide High Injury Network	4	2	24	0	1	6	5	5	47	\$8,775.00	\$440.00	\$9,215.00
Task 4 - Implementation & Evaluation Strategies												
4.1 Collision Profiles	20	4	42	2	4	8	10	11	101	\$19,065.00	\$950.00	\$20,015.00
4.2 Countermeasure Research	10	4	8	2	4	0	4	4	36	\$7,460.00	\$370.00	\$7,830.00
4.3 Engineering Action Plan	24	6	36	0	4	0	9	10	89	\$17,040.00	\$850.00	\$17,890.00
4.4 Education Action Plan	10	6	20	2	4	0	5	6	53	\$10,740.00	\$540.00	\$11,280.00
4.5 Enforcement Action Plan	16	6	24	2	4	0	7	7	66	\$13,015.00	\$650.00	\$13,665.00
4.6 Develop A Funding Plan	8	2	8	2	2	0	3	3	28	\$5,515.00	\$280.00	\$5,795.00
Task 5 - Vision Zero Plan												
5.1 Napa Valley Vision Zero Plan Outline	8	2	12	4	2	0	4	4	36	\$6,960.00	\$350.00	\$7,310.00
5.2 Administrative & Stakeholder Draft with Appendices	22	8	55	2	6	0	12	13	118	\$22,735.00	\$1,140.00	\$23,875.00
5.3 Final Draft Plan & Vision Zero Policy & Resolution Templates	8	6	20	2	2	0	5	5	48	\$9,565.00	\$480.00	\$10,045.00
5.4 Powerpoints for Presentation	6	4	16	4	2	0	4	5	41	\$8,115.00	\$410.00	\$8,525.00
Task 6 - Plan Presentation & Adoption												
6.1 Presentation to NVTa Board of Directors	8	6	4	0	1	0	2	3	24	\$5,165.00	\$260.00	\$5,425.00
6.2 Final Plan & Accompanying Analysis	8	5	12	0	2	2	4	4	37	\$7,480.00	\$370.00	\$7,850.00
Task 7 - Vision Zero Data Dashboard												
7.1 Evaluation with External-Facing Data Dashboard	6	4	52	0	2	12	10	11	97	\$18,085.00	\$900.00	\$18,985.00
Total for Tasks 1 - 7	214	105	386	47	57	57	114	125	1,105	\$218,280.00	\$10,920.00	\$229,200.00

	Ashlee Takushi, Project Manager	Erin Ferguson, Principal-in-Charge	Terence Zhao, Project Analyst	Taylor McAdam, Outreach & Community	Meghan Mitman, Technical Advisor	Taylor Whitaker, GIS Technical Advisor	Kelsey Kiley, Project Coordinator	Rachael Sewell, Billing Coordinator	Labor Hours	Direct Labor Costs	Direct Costs	Total Cost
Optional Task	\$180.00	\$310.00	\$180.00	\$200.00	\$320.00	\$195.00	\$150.00	\$175.00				
Assistance Transferring Owership of Data Dashboard Platform to NVTa	2	4	8	0	0	4	0	0	18	\$3,820.00	\$8,000.00	\$11,820.00

Notes:
Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
Mileage is billed at the IRS rate plus 10% handling fee
All other direct and subconsultant expenses are billed with 10% handling fee
Other direct costs such as computer, communications, and reproduction charges are billed as a percentage of labor
Rates and staff are subject to change at any time, without notice, and within the total budget shown



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Solar Photovoltaic System (PVS) and 20-year purchase power agreement for the new Vine Bus Maintenance Facility on Sheehy Court

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board

1. Approve Resolution 22-27 awarding a 20-year Purchase Power Agreement to Regatta Solutions / 127 Energy in an amount not to exceed prepayment amount of \$450,000;
2. Authorize the Executive Director to enter into and make substantive modifications to Power Purchase Agreement No. 22-C30 with Regatta Solutions / 127 Energy entailing design, installation, operation, and maintenance for a turnkey PVS lease for the Vine Bus Maintenance Facility

EXECUTIVE SUMMARY

Over the past 6 months, NVRTA staff have been working with Récolte Energy to define and optimize the specific solar solution required to provide clean power to the maintenance facility, offices, bus, and vehicle charging. This Power Purchase Agreement is a 20-year agreement that would provide a turnkey system to provide adequate power to the facilities at an up front cost from zero to \$450,000 and an annual amount that will be cost neutral or less than the agency's projected electric utility cost to run the maintenance facility and charging facilities.

FISCAL IMPACT

Yes, an amount not to exceed \$450,000 prepayment expenses. The prepayment costs, if any, and annual payments over the 20-year PPA life will result in net electricity bill savings between \$20K and \$1.87M if the utility's price increases are between 3% and 5% annually during this period.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov
SUBJECT: 20-Year Solar Photovoltaic System (PVS) purchase power agreement for the new Vine Bus Maintenance Facility on Sheehy Court

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board

1. Approve Resolution 22-27 awarding a 20-year Purchase Power Agreement to Regatta Solutions / 127 Energy in an amount not to exceed prepayment amount of \$450,000;
2. Authorize the Executive Director to enter into and make substantive modifications to Power Purchase Agreement No. 22-C30 with Regatta Solutions entailing design, installation, operation, and maintenance for a turnkey PVS lease for the Vine Bus Maintenance Facility

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA staff have been working with Récolte Energy to develop specifications for a PVS entailing a 20-Year Power Purchase Agreement to provide power for the new Vine Maintenance Facility on Sheehy Court to reduce the agency's dependence on fossil fuels.

NVTA released a Request for Proposals (RFP) on August 12th. Bids were due on October 3rd. Only one bid was received from Regatta Solutions. Regatta Solution's bid was deemed to be responsive to the specifications included in the RFP.

The project entails providing a roof mounted photovoltaic (PV) system, energy storage system (batteries), and a microgrid linked to a primary meter and a parking lot-based PV system tied to a second meter (PVS+ project). The project entails:

- Design, engineer, build, commission, interconnect, monitor, maintain, manage, report on, finance, and own the PVS+ project.
- Help NVTa to benefit, directly or indirectly, from various economic incentives for which PVS+ systems are eligible, including the federal tax credit; accelerated and bonus depreciation; rebates for batteries, and net energy metering (NEM2).
- Maximize NVTa's economic and environmental benefits.
- Safeguard NVTa's transit facility against grid outages or disruptions.

The total cost of the project is expected to be between \$1.6 million and \$4.1 million over a 20-year period depending upon the final negotiated approach. The estimated energy cost is expected to be offset wholly by a reduction in electric utility costs over the life of the project. Attachment 2 provides an analysis of costs based on the three alternatives included in Regatta Solutions' bid.

Staff is requesting that the board authorize the executive director in coordination with its consultant, Récolte Energy, and NVTa's general counsel to make substantive changes to the PPA as shown in Exhibit A attached to Resolution 22-27 (Attachment 1) to optimize the agreement, and finalize the PVS design and 20-year cost structure.

ALTERNATIVES

Alternative 1: The Board could decide not to award the contract to Regatta Solutions / 127 Energy and the project could be rebid which may or may not draw additional bids. This would significantly delay the project and result in additional utility and construction costs.

Alternative 2: The Board could decide to delay award until the PPA and the Project are finalized but this could substantially delay the project and result in additional construction costs and utility costs to NVTa for the period when the Vine Bus Maintenance Facility is open and the PVS is on line.

Alternative 3: The Board could decide not to pursue powering the Vine Bus Maintenance Facility with a PVS and instead power the facility with traditional power sources from the existing power grid. This would result in higher utility costs.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The PVS system will provide alternative energy that will offset the agency's utility costs and potentially result in generating new revenues to the agency.

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

The PVS will significantly reduce the agency's reliance on traditional fossil fuels to provide power to the facility and for charging Vine electric buses.

ATTACHMENT

- (1) Resolution No. 22-27; Exhibit A
- (2) Cost comparison

RESOLUTION No. 22-27

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) TO
1) TO NEGOTIATE AND EXECUTE A POWER PURCHASE AGREEMENT WITH
REGATTA SOLUTIONS FOR THE DESIGN, INSTALLATION, OPERATION AND
MAINTENANCE OF A SOLAR PHOTOVOLTAIC SYSTEM LEASE AT THE VINE BUS
MAINTENANCE FACILITY, and
(2) AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE SUBJECT
POWER PURCHASE AGREEMENT, and
(3) AUTHORIZE PREPAYMENT EXPENSES NOT TO EXCEED \$450,000**

WHEREAS, since 2012, the Napa Valley Transportation Authority ("NVTA") has been developing a new bus maintenance facility in Napa County, California; and

WHEREAS, the new bus maintenance facility was evaluated pursuant the California Environmental Quality Act (CEQA) and on January 17, 2018, the NVTA Board of Directors certified the Final Environmental Impact Report (SCH #2017052029) ("EIR") for the Vine Transit Bus Maintenance Facility Project and approved the related findings and mitigation measures for the Project; and

WHEREAS, the Board of Directors adopted Resolution 21-05 on February 17th, 2021 which approved a budget appropriation of \$35,747,000 for the construction portion of the Vine Bus Maintenance Facility project.

WHEREAS, NVTA published an Invitation for Bid (IFB) inviting interested bidders to submit proposals for Power Purchase Agreement (PPA) which included the design, installation, operation and maintenance of a Photovoltaic System at the Vine Bus Maintenance Facility on Sheehy Court on August 5, 2022, and;

WHEREAS, Regatta Solutions, together with its financing and construction partners, is proposing to install the Project at the Vine Bus Maintenance Facility located at 96 and 101 Sheehy Ct; and

WHEREAS, the Project's systems and components will be owned by Regatta Solutions and/ its financing partners to take advantage of various federal tax incentives; and

WHEREAS, Regatta Solutions is facilitating this transaction and will provide design, construction, operational, and maintenance assistance with regard to the systems under separate written agreements, including the PPA; and

WHEREAS, the electric power generated by Project systems will be provided to NVTA under the terms of a 20-year PPA with NVTA at favorable rates; and

WHEREAS, based on current cost estimates and a preliminary financing plan as described to this Board, the NVTA has sufficient resources to cover the Photovoltaic System as part of the overall construction cost of the Vine Bus Maintenance Facility; and

WHEREAS, staff recommends that the Board of Directors award the contract for the Project in the amount not to exceed \$450,000 in prepayment costs; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Napa Valley Transportation Authority that:

1. That the NVTA Board award Power Purchase Agreement to 22-C30 to Regatta Solutions., in the amount not to exceed \$450,000 for prepayment costs for the design, installation, and maintenance of the Photovoltaic System (PVS) at the Vine Bus Maintenance Facility on Sheehy Court;

2. The Executive Director or designee is authorized to finalize and make changes to Agreement 22-PPA30 as substantially set forth in Exhibit A attached hereto, and directs staff to take all further actions necessary to deliver the Photovoltaic System at Vine Bus Maintenance Facility project and execute the PPA.

Passed and adopted this 19th day of October, 2022.

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name and Address		Name and Address	
Phone		Phone	
Fax		Fax	
E-mail		E-mail	
Premises Ownership		Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at the Purchaser’s facility described in **Exhibit 2** (the “**Facility**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

<u>Exhibit 1</u>	Basic Terms and Conditions
<u>Exhibit 2</u>	System Description
<u>Exhibit 3</u>	General Terms and Conditions
<u>Exhibit 4</u>	Form of Memorandum of License
<u>Exhibit 5</u>	Form of Easement Agreement

Purchaser:

Seller:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Basic Terms and Conditions

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years.
3. **Environmental Incentives and Environment Attributes:** Accrue to Seller, except as outlined in Exhibit 3
4. **Contract Price:**

Contract Year	Contract Price \$/kWh
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

5. **Condition Satisfaction Date:** 100 days after the Effective Date
6. **Anticipated Commercial Operation Date:** 200 days after the Effective Date
7. **Outside Commercial Operation Date:** 250 days after the Effective Date

8. Interconnection Upgrades:

This Agreement includes a budget of \$ for work related to the upgrade of Purchaser or Utility electrical infrastructure. For any additional work or incurrence of additional costs related to Interconnection Upgrades, Seller shall have the right to increase the Contract Price by the following amount (the “Electrical Enhancement Cost Price Adjustment Factor”)

Electrical Enhancement Cost Price Adjustment Factor:

- A. Qualified for ITC/Accel Dep: \$ /kwh for every \$ increment of electrical enhancements
- B. Not tax qualified: \$ /kwh for every \$ increment of electrical enhancements

Includes:	<div><input checked="" type="checkbox"/> Design, engineering, permitting, installation, monitoring, incentive application and paperwork processing of the System.</div> <div><input type="checkbox"/> List of Approved Subcontractors <input type="checkbox"/> Any like substantive equipment, in the sole discretion of the Seller.</div> <div><input type="checkbox"/> State or Utility Rebate, if any. Describe:_____</div>
Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s), prevailing wage construction, tree removal, or tree trimming.

Exhibit 2
System Description

1. **System Location:**
2. **System Size (DC kW):**
3. **Expected First Year Energy Production (kWh):**
4. **Expected Structure:** ☒ Ground Mount ☐ Roof Mount ☐ Parking Structure ☐ Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Tier 1 List Bloomberg New Energy Finance	Approximately Kilowatts (Direct Current)

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Tier 1 List Bloomberg New Energy Finance	Approximately Kilowatts (Alternating Current)

7. **Facility and System Layout:** See **Exhibit 2, Attachment A**
8. **Utility:** Pacific Gas and Electric

Exhibit 2
Attachment A
Facility and System Layout

An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	See below

Exhibit 3
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “Term”). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the “Delivery Point”). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term (“Initial Term”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “Commercial Operation Date” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser’s request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller’s

contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “Utility”), as set forth on Exhibit 2. This Agreement is effective as of the Effective Date and Purchaser’s failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.

- b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in Exhibit 1 (each such additional period, an “Additional Term”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party’s offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. **Billing and Payment.**

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in Exhibit 1 (the “Contract Price”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.
- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes ACH invoicing. If manual invoicing is required, a twenty (\$20) handling charge will be added to each invoice.
- c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility’s electric distribution system; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser’s acts or omissions. For purposes of this Section 4(c), “Taxes” means any federal, state and local ad valorem, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller’s revenues due to the sale of energy under this Agreement, which shall be Seller’s responsibility.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net forty-five (45) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the forty-five (45) day period shall accrue interest at the annual rate of two and three-fourths percent (2.75%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law). The Prime Rate floor is three and a half percent (3.5%).

5. **Environmental Attributes and Environmental Incentives.**

Unless otherwise specified on Exhibits 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Solar Renewable Energy Certificates, Tax Credits, Low Carbon Fuel Standard Credits, and Purchaser’s purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser’s use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be

unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"Environmental Attributes" means any and all Solar Renewable Energy Certificates, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits and Low Carbon Fuel Standard Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

"Environmental Incentives" means any and all Solar Renewable Energy Certificates, credits, Low Carbon Fuel Standard Credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

"Tax Credits" means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. Conditions to Obligations.

a. Conditions to Seller's Obligations. Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the **"Premises"**) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller's Financing Parties. **"Construction Agreement"** as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;
- iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits; and
- v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system.

b. Failure of Conditions. If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Seller may terminate this Agreement upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Agreement.

c. Commencement of Construction. Seller's obligation to commence construction and installation of the System is conditioned on Seller's receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement

for as long Seller is not in default hereunder and (C), a signed and notarized original copy of the easement agreement suitable for recording, substantially in the form attached hereto as **Exhibit 5** (the “**Easement Agreement**”).

- d. **Conditions to Purchaser’s Obligations.** Purchaser’s obligations under Section 4(a) are conditioned on the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

7. **Seller’s Rights and Obligations.**

- a. **Permits and Approvals.** Seller, with Purchaser’s reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

- i. any zoning, land use and building permits required to construct, install and operate the System; and
- ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility’s electric distribution system.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser’s negligence, willful misconduct or breach of this Agreement. At a minimum, Seller shall clean or wash the surface of the installed solar modules one time per calendar year. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller’s contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller’s contractors’ then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.

- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller’s discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller’s repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.

- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.

- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. Selection of contractors and subcontractors is at sole discretion of Seller unless Purchaser specifies approved or preferred contractors in advance of signing of definitive contract agreements.

- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or

the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

h. Performance Guarantee. Seller guarantees that during the term of the Agreement the System will generate the guaranteed kilowatt-hours (kWh) (“Guaranteed kWh”) of energy set forth as follows:

- i. If at the end of each successive sixty (60) month anniversary of the Commercial Operation Date the cumulative Actual kWh (defined below) generated by the System is less than the Guaranteed kWh (defined below), then Seller will credit the Purchaser’s next invoice with an amount equal to the difference between the Guaranteed kWh and the cumulative Actual kWh multiplied by the Contract Price per kWh for the applicable year when the credit is applied.
- ii. If at the end of each successive sixty (60) month anniversary of the Commercial Operation Date the Actual kWh is greater than the Guaranteed kWh during any sixty (60) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the next true up period.
- iii. Guaranteed kWh:

True Up Term Years	Guaranteed kWh
Years 1-5	
Years 6-10	
Years 11-15	
Years 16-20	

- iv. “Actual kWh” means the AC electricity produced by the System and delivered to Purchaser at the Delivery Point in kilowatt-hours measured and recorded by Seller during each successive sixty (60) month anniversary of the Commercial Operation Date. To measure the Actual kWh we will use Also Energy System monitoring or to the extent such services are not available, Seller will estimate the Actual kWh by reasonable means. Purchaser will have 24/7 login access to Also Energy monitoring to independently verify Actual kWh generated.

i. No Warranty. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser’s sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. The Limited Warranty will provide Purchaser with a separate contract from this Agreement. No rights provided to Purchaser by the Limited Warranty may be asserted under this Agreement. No warranty is made in this Agreement. Therefore, any warranty claim must be made independently of this Agreement and will not affect Purchaser’s obligations under this Agreement.

8. Purchaser’s Rights and Obligations.

a. License to the Premises; Facility Access Rights. Without limiting Seller’s rights under the Easement Agreement, Purchaser grants to Seller and to Seller’s agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the “**License**”) for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, altering, protecting, repairing, removing and replacing the System; (ii) performing all of Seller’s obligations and enforcing all of Seller’s rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser’s electric system at the Facility, to the Utility’s electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the “**License Term**”). During the License Term, Purchaser shall ensure that Seller’s rights under the License and Seller’s access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall it permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Seller, Purchaser shall execute a

memorandum of License, and which shall be in form and substance set forth **Exhibit 4**, or other form agreed to by the parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office. The rights granted under this License shall be independent of, and shall not merge with, the rights granted under the Easement Agreement.

- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b). All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be off line for a total of seventy-two (72) daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of seventy-two (72) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).
- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19.a), Seller may grant a lien

on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.

- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. **Data Line.** Purchaser shall provide Seller a high speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- k. **Purchaser Financial Statements.** Within ten (10) days after Seller's written request therefor, but not more than once a year, Purchaser shall deliver to Seller a copy of the financial statements (including at least a year end balance sheet, a statement of profit and loss, and a statement of cash flows) of Purchaser and of any guarantor of Purchaser's obligations under this Agreement for the most recently completed year, prepared in accordance with generally accepted accounting principles (and, if such is Purchaser's normal practice, audited by an independent certified public accountant), all then available subsequent interim statements, and such other financial information as may reasonably be requested by Seller. Any information that Purchaser discloses to Seller under this Section 8(k) shall be Confidential Information subject to Section 20.

9. **Change in Law.**

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System.**

- a. **System Relocation.** If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility

rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to, or greater than as agreed by the Parties, the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.

- b. Costs of Relocation. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; ; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "Contract Year" means the twelve month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.
- c. Adjustment for Insolation; Termination. Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

11. Removal of System at Expiration.

Upon the expiration of the Term of this Agreement, as it relates to each System, Purchaser may (i) request that the Parties extend this Agreement for an Additional Term pursuant to Section 3.b. above and subject to mutual written agreement; (ii) purchase the System at Fair Market Value as defined in section 16.c.; or (iii) remove and decommission the System at Purchaser's expense. If Purchaser requests that Seller remove the System for Purchaser at Purchaser's expense, Seller will remove all of the tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the effective date of such expiration or termination of this Agreement. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. Seller shall leave the Facility in neat and clean order.

12. Measurement.

Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

13. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:

- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. Purchaser loses its rights to occupy and enjoy the Premises;
- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
- vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.

b. **Remedies.**

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to commencement of System installation a twenty-five thousand dollar (\$25,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the “**Termination Payment**”):
 - A. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to [for any given Contract Year, the amount set forth on **Exhibit 3, Attachment A** attached hereto] [the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of

the System value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of (5%)) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller.] [The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement.] The Termination Payment shall not be less than zero.

- B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of (5%)) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero¹.
- C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. Representations, Warranties and Covenants.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Such Party has obtained all known licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. Purchaser's Representations, Warranties and Covenants. Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:
- i. License. Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.

- ii. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- iii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- iv. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.

15. System and Facility Damage and Insurance.

a. System and Facility Damage.

- i. Seller's Obligations. If the **System** is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the greater of (1) the Fair Market Value of the System and (2) [the sum of the amounts described in Section 13.b.iii.A)(1) and Section 13.b.iii.A)(3)] [for any given Contract Year, the amount set forth on Exhibit 3, Attachment A attached hereto].
- ii. Purchaser's Obligations. If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. Insurance Coverage. At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. Seller's Insurance. Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- ii. Purchaser's Insurance. Purchaser shall maintain commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate.

c. Policy Provisions. All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

d. Certificates. Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

e. Deductibles. Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19), Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) [for any given Contract Year, the amount set forth on Exhibit 3, Attachment A attached hereto] [the present value (using a discount rate of eight percent (8%) of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected price of electricity, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the System avoided]. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from

injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).

- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

- i. **“Hazardous Substance”** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.
- ii. **Actual Damages.** Except with respect to indemnification for third party claims pursuant to Section 26 and damages that result from the willful misconduct of Seller, Seller’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including

negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

18. Force Majeure.

- a. **“Force Majeure”** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; pandemic; epidemic; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser’s ability to make payment.
- d. If a Force Majeure event continues for a period of one hundred eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. Assignment and Financing.

- a. **Assignment.** This Agreement may not be assigned in whole or in part by Purchaser without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller’s obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller’s right and/or obligations under this Agreement, shall not result in any change to Purchaser’s rights and obligations under this Agreement. Purchaser’s consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. **“Financing Parties”** means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to

negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.

- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the “**Successor Provider**”). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser’s business (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “**Representatives**”), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

- 21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in Delaware. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7(i) (No Warranty), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys' Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership), Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(n) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.

- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- n. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

Exhibit 3
Attachment A
Termination Payment

Contract Year	Termination Payment Amount
1	
2	
3	
4	
5	
6	
7	
8	
9	

10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
After Year 20	Fair Market Value

End of Exhibit 3

Exhibit 4
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of [____], notice is hereby given of that Solar Power Purchase Agreement dated as of [____] for purchase and sale of electrical energy (the “**Solar Agreement**”), such Solar Agreement includes the grant of License to Seller, pursuant to the terms of the Solar Agreement. This notice may be executed in counterparts by the Parties to the Solar Agreement.

Parties to the Agreement:

Seller:

Purchaser : [____]
[____]
[____]

Date of Execution of Solar Agreement: [____]

Description of Premises: See **Exhibit 4, Attachment A**

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date (as that term is defined in the Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Agreement.

[signature pages follow]

Exhibit 4
Attachment A

Description of the Premises

The premises are owned and operated by at the address of.

.

IN WITNESS WHEREOF, this Agreement has been executed and delivered under seal on this _____ day of _____, 20__ .

Seller:

By: _____

Print Name: Pierre D. Moses _____

Title: Managing Partner _____

Purchaser:

By: _____

Print Name: _____

Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Delaware that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

End of Exhibit 4

Exhibit 5
Easement Agreement²

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this th day of, 2022 (the “**Effective Date**”), by and between (“Grantor”), and (“Grantee”).

Recitals

A. Grantor is the owner of those certain parcels or tracts of ground located in, and more particularly described by the address in **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the “**Premises**”).

B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the “**Solar Agreement**”) pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the “**System**”) for the purpose of providing electric energy to portions of the facilities or facility (the “**Facility**”) located on the Premises.

C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Property.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, access, alter, protect, repair, maintain, replace, own, operate, maintain and remove (a) the System, including any facilities or equipment appurtenant thereto as Grantee may from time to time require, and (b) electric lines and equipment, including inverters and meters, necessary to interconnect the System to Grantor’s electric system at the Facility, to a utility’s electric distribution system, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Grantee’s performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30th) anniversary of the Effective Date, and (b) one hundred twenty (120) days following expiration of the term of the Solar Agreement, and (c) earlier termination of the Solar Agreement due to default by Grantee thereunder. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the

² If Grantor and Purchaser are not the same Person, a three-party agreement will be necessary between the Purchaser, the Grantor and the Grantee.

Facility, and may level and grade such portions of the Property, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:

- a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and
 - b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Property or the Facility on which any portion of the System, are located in order to exclude Grantor and others from accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Property and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall it permit others to, disturb the System, including any related interconnection equipment, , in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that Grantor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, except as expressly disclosed on Attachment A. No lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Solar Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California, without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable, and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement

in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.

10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

Exhibit 5
Attachment A

Description of the Premises and Facility

The premises are owned and operated by at the address of

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this th day of, 2022.

GRANTOR:

By: _____

Print Name: _____

Title: _____

GRANTEE:

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Delaware that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

Table 1 compares the fuel costs based on projected fuel consumption using traditional power sources with entering into a Purchase Power Agreement with Regatta Solutions / 127 Energy. The table includes the kilowatt hour (kWh) break even rate. Table 2 shows the cost per kWh under the three Regatta Solutions / 127 Energy options. It should be noted that the assumptions are very conservative and do not reflect any increases in traditional fueling sources. Even under this conservative scenario two of three options result in an optimistic break even threshold.

Table 1

Meter	Projected Usage		After PV					After PV and batteries					Break Even Rate
	Annual Usage (kWh)	Estimated Annual Bill	PV (kW)	PV Production (kWh)	Net Usage (kWh)	Net Bill	Bill Savings	Batteries kW/kWh	Charging (kWh)	Net Usage (kWh)	Net Bill	Bill Savings	
Meter 1 - Buildings	322,524	\$88,788	227.7	337,278	(14,754)	\$23,213	\$65,575	125 / 233	9,618	(5,136)	\$3,198	\$85,590	\$0.2538
Meter 2 - Bus Chargers	886,320	\$155,995	576.9	882,894	3,426	\$26,518	\$129,477			3,426	\$26,518	\$129,477	\$0.1467
Total	1,208,844	\$244,783	804.6	1,220,172	(11,328)	\$49,731	\$195,052	125 / 233	9,618	3,426	\$29,716	\$215,067	\$0.1763

Table 2

PPA Option: Choose 1,2, or 3	Option	PPA Rate	Annual Escalator
	1: PV Only	\$0.1480	2%
	2: PV + batteries	\$0.1950	2%
	3: PV + batteries with prepayment	\$0.1650	2%



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Project Work Order No. PWO-03 to NVTA Agreement No. 21-42 with Stantec Consulting Services, Inc. for work associated with the California Air Resource Board (CARB) Zero Emission Bus Rollout Plan and associated grant development services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Project Work Order No. PWO-03 to NVTA Agreement No. 21-42 with Stantec Consulting Services, Inc. to complete the CARB Zero Emission Bus Rollout Plan and provide associated grant development services in an amount not to exceed \$55,008.

EXECUTIVE SUMMARY

The CARB Zero Emission Bus Rollout Plan Request for Task Proposals (RTP) No. 3 was released on September 13, 2022 to the NVTA's on-call planning services firms. The RTP's scope of work entails expanding the agency's existing Federal Transportation Authority (FTA) Zero Emission Fleet Plan to meet the Innovative Clean Transit Regulation as well as grant development services for future transit grant application submissions.

Two proposals were received by the due date of September 30, 2022. An evaluation committee composed of NVTA staff reviewed the proposals and determined that Stantec Consulting Services, Inc. best addressed the evaluation criteria.

FISCAL IMPACT

Yes, \$55,508, plus a contingency amount of \$5,500, for a total project cost of \$60,508. Transportation Development Act (TDA) funds is the funding source for this project.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Victoria Ortiz, Assistant Planner/Analyst
(707) 259-8235 / Email: vortiz@nvta.ca.gov
SUBJECT: Work Order No. PWO-03 to NVTA Agreement No. 21-42 Stantec Consulting Services, Inc. for work associated with the California Air Resource Board (CARB) Zero Emission Bus Rollout Plan and Grant Development Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Work Order No. PWO-03 to NVTA Agreement No. 21- with Stantec Consulting Services, Inc. to complete of the CARB Zero Emission Bus Rollout Plan and provide associated grant development services in an amount not to exceed \$55,508.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Following the adoption of the Innovative Clean Transit Regulation in December 2018 transportation agencies in California have been working closely with the California Air Resources Board (CARB) to achieve long-term air quality and climate protection goals by implementing zero-emission bus technologies. The ICT regulation requires that each transit agency submit a Zero-Emission Bus Rollout Plan illustrating how the agency will fully transition its fleet to zero-emission buses by 2040. Small Transit Agencies' plans are due by June 30, 2023.

Previously, the Napa Valley Transportation Authority staff with the help of the Center for Transportation and the Environment wrote a Federal Transportation Administration's Zero-Emission Fleet Transition Plan to meet the requirements of 49 U.S.C. 5339(c)(3)(D) for applicants to the FY2021-22 Low or No Emission Grant Program. Though the existing

plan serves as an outline for the electrification of the Vine Transit system, further analysis is required to be in compliance of the Innovative Clean Transit Regulation. The CARB Zero-Emission Bus Rollout Plan will expand upon the elements addressed in the existing federal plan to meet the regulation's requirements.

The scope of work also includes grant development services to aid the agency to compete for state and federal funding. NVTa will need assistance with grant development services for Zero-Emission buses, such as the Federal Low-No Program, Federal Bus and Bus Facilities Program, and the State's Transportation and Intercity Rail Capital Program (TIRCP). The consultant will also provide grant development services.

The CARB Zero-Emission Bus Rollout Plan and grant development services will take approximately five months to complete. Staff will present the final draft of the report to the Board for approval before submitting the final plan to CARB.

ALTERNATIVES

The Board could decide not to approve Work Order No. PWO-03 with Stantec Consulting Services, Inc. However, without a comprehensive rollout plan, NVTa will be out of compliance with the CARB regulation and ineligible for certain grant opportunities.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The plan is intended to aid public transit agencies to transition bus fleets to zero emission by 2040.

ATTACHMENT(S)

(1) Draft Work Order No. PWO-03 for On-Call Planning Services with Stantec Consulting Services, Inc.

**PROJECT WORK ORDER NO. PWO-03
ON-CALL PLANNING SERVICES**

PROJECT NAME: CARB ZERO-EMISSION BUS ROLLOUT PLAN

PROJECT MANAGER: Victoria Ortiz, Assistant Program Planner
vortiz@nvta.ca.gov | 707.259.8327

CONSULTANT DESIGNATED TEAM MEMBERS:

- Stantec – see EXHIBIT B attached

SCOPE OF SERVICE: Collect, extract and analyze project data necessary to assist in the development of the CARB Zero-Emission Bus Rollout Plan. See Scope of Services (EXHIBIT A) and Fee Schedule (EXHIBIT B) attached.

START DATE: *October 19, 2022* **COMPLETION DATE:** *September 30, 2023*

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$55,008

CHARGE NUMBER FOR PAYMENT: *TBD*

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated September 01, 2021, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____ Date: _____
KATE MILLER, Executive Director

Contractor

By: _____ Date: _____

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



Exhibit A

RTP NO. 03

CARB Zero-Emission Bus Rollout Plan

SEPTEMBER 30, 2022

TECHNICAL PROPOSAL





Stantec Consulting Services Inc.
1340 Treat Boulevard, Suite 300 | Walnut Creek, CA 94597-7966

September 30, 2022

Renée Kulick
Senior Administrative Technician,
Procurement & Contract Compliance & DBELO
Victoria Ortiz
Assistant Program Planner
Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

RE: RTP No. 03 – CARB Zero-Emission Bus Rollout Plan

Dear Renée and Members of the Evaluation Team:

Reversing climate change through reduced carbon emissions is critical for the health of our communities across the Globe. Every year, extreme weather patterns continue to worsen affecting millions of people and creating billions of dollars in damage from floods, freezes, droughts, and never before seen weather patterns.

Stantec is an industry leader in advancing transitions to zero-emission (ZE) fleets in both the private and public sectors. Our experience includes ZE transitions for trucking, transit, and other transportation services. This starts with planning through route modeling and analysis to determine the best solution(s) for your fleet based on service area and the specific demands within each route including; temperatures throughout the year, route distance, topography, and distances between stops. Stantec has developed a proprietary software called ZEBDecide that provides an in-depth analysis of each of these components. We have completed sixty-one similar ZEB Rollout Plans and Charging Infrastructure projects in North America over the past five years for transit agencies.

Stantec's ZEB transition experts include Analy Castillo, Reb Guthrie, Will Todd, Tony Zavanelli, and David Verbich. This team has the correct combination of ZEB planning expertise, broad thinking, technical capability, and innovative project delivery experience that this project requires. Additionally, we are driven by client delivery, with the end goal of exceeding your expectations.

We have been honored to collaborate with NVTa since 2017 on the Bus Operations & Maintenance Facility project and through our Transportation Planning On-Call Services Contract No. 21-42 led by Martin Engelmann, who will serve as Project Director/Contract Manager on this project. We look forward to continuing this productive relationship in helping guide NVTa on updates to your ZEB Rollout Plan. If you have any questions or need additional information, please contact Analy or Martin directly. Our team is committed to meet the project goals, deliverables, and schedule outlined in this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Analy Castillo'.

MAIN CONTACT
Analy Castillo, Ph.D.
Project Manager
e: analy.castillo@stantec.com
t: 213-447-4291

A handwritten signature in blue ink, appearing to read 'Martin Engelmann'.

Martin Engelmann, PE
Project Director/Contract Manager
e: martin.engelmann@stantec.com
t: 925-323-6027

Project Approach & Scope of Work



Approach & Scope of Work

0.1 – PROJECT UNDERSTANDING

Public transit elevates the quality of life of a community, connecting people to opportunities—jobs, education, healthcare, shopping, and staying connected with family and friends. Transit can also help shape the development of a community, facilitating compact, dense growth while striving to reduce congestion while helping cities, regions, and California attain environmental goals for reduced Greenhouse Gas (GHG) emissions.

The California Air Resources Board (CARB) has played a lead role in championing decarbonizing transportation. In December 2018, CARB approved the Innovative Clean Transit regulation (ICT), setting a statewide objective for public transit agencies to gradually transition to a 100% zero-emission bus (ZEB) fleets by 2040. The Napa Valley Transportation Authority (NVTa) is committed to the goals of the ICT and to decarbonizing its fleet of rolling stock and reducing particulate pollution; indeed, NVTa has recently acquired seven battery-electric buses, demonstrating the agency's commitment to cleaner transport.

To initiate the implementation of the ICT's directives, NVTa will leverage its FTA ZEB Transition Plan to complete a more thorough analysis of its bus fleet, transit operations, costs, and financial capabilities to reach the CARB goal.

0.2 – ICT COMPLIANCE

The Innovative Clean Transit regulation requires all California transit agencies to adopt policies to begin procuring ZEB compliant buses as early as 2023. Additionally, CARB's ICT requires that all transit agencies develop a ZEB Rollout Plan. Under the regulation, each transit agency's Board of Directors must approve a plan through the adoption of resolution and submit it to the Executive Officer of CARB.

CARB-compliant ZEB Rollout Plans must include pertinent details related to:

- » How the agency will fully transition to ZEB by 2040 without early retirement of conventional internal combustion engine (ICE) buses
- » Identifying the ZEB technology/technologies the agency plans to deploy
- » Construction schedule for associated facilities and infrastructure, including details about location, type and timeline
- » A schedule for ZEB and ICE bus purchases and lease options, including bus type, fuel type and number of buses
- » A schedule of conversion of ICE to ZEB
- » A rollout plan for ZEB deployment in disadvantaged communities
- » A training plan and schedule for ZEB operators and maintenance/repair staff
- » Identification of potential funding sources

Stantec Consulting Services Inc. (Stantec) understands that the project output shall be a CARB-compliant ZEB Rollout Plan for NVTa to submit to CARB by July 1, 2023. We are currently working with many transit agencies across California, both 'large' and 'small' (as defined by CARB), to develop ZEB analyses and rollout plans. We're developing the ZEB Rollout Plans for the Calaveras Transit, Tuolumne Transit, as well as Santa Barbara Metropolitan Transit District (MTD); we recently submitted successful ZEB Rollout Plans for Sacramento County (SCT Link) and Golden Gate Transit (GGT). Our work extends beyond planning, as we also assist in the design and implementation of ZEBs, like with Anaheim Regional Transit, where Stantec designed the charging infrastructure for a fleet of 100 Battery Electric Buses (BEBs) and we are currently supporting the construction and phasing of chargers and infrastructure.

0.3 – IMPLEMENTATION

The adoption of ZEB technology is a substantial change to the traditional operations of transit agencies and will have far-reaching impacts on the future of transit. The change in propulsion requires careful decisions to be made on still-evolving technologies. Our Team has the experience and expertise necessary to lift NVTa to a position of nationwide leadership in ZEB adoption.

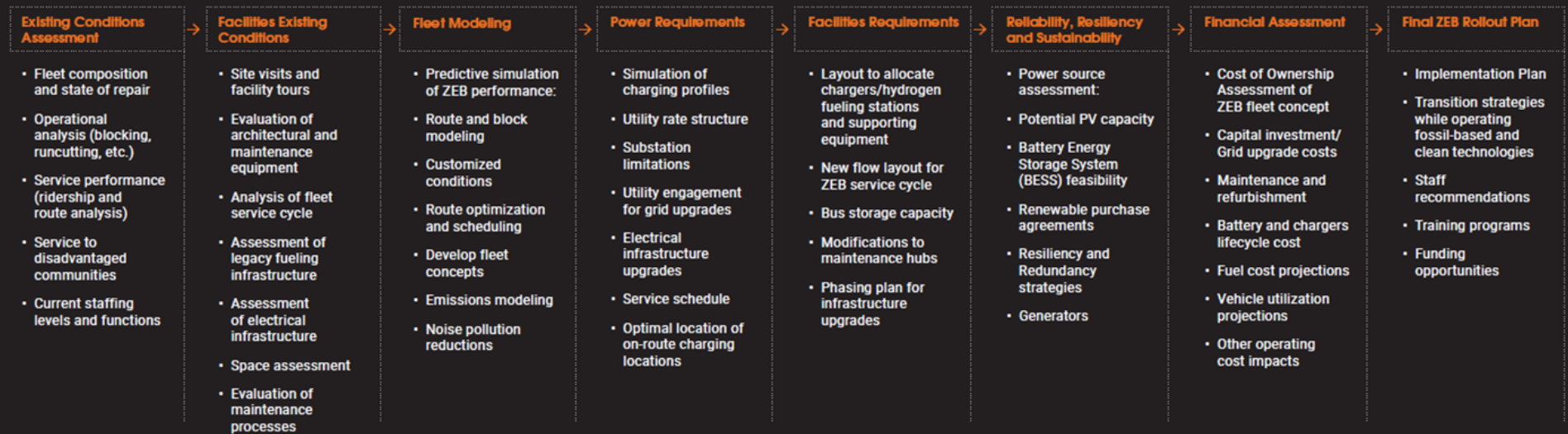
Stantec will conduct route modeling and bus simulations to tackle the question of the appropriate technology fit for NVTa's service. A power modeling of the proposed charging strategy will also be evaluated to ensure that all BEBs have enough time to charge based on 1) the state of the battery for each bus when they return to the yard and 2) the charging window that is available before they have to be dispatched the next morning. This exercise will validate the projected equipment requirements, grid upgrade connection, and will seek for any opportunities to minimize the charging infrastructure that could result in capital cost savings. Additionally, our experienced architects and infrastructure experts will develop a phasing strategy that will consider the current construction plan. The Stantec team can provide cost estimating as an additional service if it is determined to be necessary in the course of this project. The cost estimate would allow NVTa to identify the gaps in funding, not just for the acquisition of buses and equipment, but for all areas of operations. Our analysis will conclude with an Operational Assessment to understand the implication of the transition to an 100% BEB fleet.

APPROACH TO PROJECT/SCOPE OF WORK

There are many aspects to consider when transitioning to ZEBs. Decisions in one phase can have unintended effects on the feasibility and cost of future phases. That's why it is important to carefully think through implementation and operations in the planning stage. With Stantec's 50-point ZEBCheck approach to ZEB Rollout Plans, NVTa is assured that we will consider the factors which effect your transit agency the most in the transition.

Our work plan fully captures the requirements of your RTP. More importantly, Stantec's first-hand experience in developing ZEB rollout plans throughout California ensures compliance with CARB's ICT regulations. Furthermore, our ZEBCheck approach brings new efficiencies to the process and will help reduce planning and implementation costs.

ZEBCheck. We have you covered!



TASK 1 – TIRCP GRANT ASSISTANCE PROGRAM

To better compete for Transit and Intercity Rail Capital Program funds and other state and federal funding, Stantec will support NVTa with the needed assistance for grant development. Stantec has a team of experts that specializes in grant support, and we will remain engaged once NVTa has a final Rollout Plan and has determined the level of involvement required from our team and the specific grants they want to go after. For the specifics of this scope of work, Stantec will provide the required information to populate the following grant assistance tools:

- » Justice 40 program, as it will be described in task 4, section 4.5
- » Outreach Program for Disadvantaged Communities. The Stantec team will help identify what materials will be key for a successful outreach program that will aim to engage and educate disadvantaged communities in the transition to zero-emission technologies
- » CARB Quantification Tool for Greenhouse Gas Emissions Reduction Calculation. The Stantec team will provide an inventory of emissions that will be eliminated from the transition to ZEBs based on the resulting phased approach that will be described in section 4.
- » CARB Job Co-Benefit Modeling Tool

TASK 2 – STUDY SCOPE, MANAGEMENT, AND TASK SCHEDULE

A successfully executed project requires a thorough approach to project management that outlines a plan, allocates resources, builds capacity, implements QA/ QC throughout the life cycle of the project, and provides enough flexibility to deal with unforeseen issues and mitigate risks. Stantec pursues a rigorous project management approach built upon deep experience with projects of all sizes, and our proposed project management team includes subject matter experts who have worked with many transit agencies on projects ranging from ZEB analysis and to deployment to rail and bus studies.

Analy Castillo will serve as Project Manager, an experienced specialist in ZEBs. Analy is currently serving as ZEB technical expert and as Deputy Project Manager on nearly a dozen ZEB projects. Analy developed the modeling tool—ZEBDecide—that Stantec has used on over a dozen ZEB projects and has served in a task leadership capacity on projects for agencies with both large and small fleets. Analy understands the CARB requirements as well as the needs of transit agencies during the development of a rollout plan.

We believe that quality is paramount throughout the entire lifespan of a project, right from the outset in the proposal stage. Our project managers follow a process—Project Management (PM) Framework—on every project, as shown in the graphic below. This

10-step process begins with the proposal and concludes with the final project closeout. While our Project Manager Analy Castillo is responsible for executing this process, every team member embraces and contributes to the various steps.

As an ISO9001:2008 registered firm, our projects and employees regularly undergo audits of our projects and processes. These audits assess our compliance with integrated management system requirements, evaluate the effectiveness of our PM Framework procedures, and identify opportunities to improve our processes and procedures.

As a result of these audits, we maintain thorough record keeping and transparency throughout the project. Quality Control (QC) is one key step in the PM Framework process; however, the entire project management process incorporates the key principles which result in quality deliverables and service.

Upon receiving the Notice to Proceed, we will schedule a project kickoff meeting and prepare an agenda for discussion. The kickoff meeting will help refine the project scope, schedule and timelines, budget and cost tracking, QA/QC protocols and procedures, and major deliverables. Our PM will work closely with the NVTa PM to review the proposed scope of work and will identify any areas of improvement to formulate recommendations.

STANTEC PM FRAMEWORK

- 0** Prepare **proposal** that includes **preliminary Project Plan** including scope, project budget, resources, deliverables, and schedule; conduct and document independent review of final proposal; conduct and document hazard assessment and apply applicable controls if a field or site visit is required during proposal phase.
- 1** Obtain **written instructions** to proceed and execute an **approved contract**; obtain written subconsultant agreements (if applicable).
- 2** Prepare **Project Plan** to appropriate level of detail; conduct and document **independent review**.
- 3** Establish hard copy and electronic **project record directories** and file project records accordingly.
- 4** Complete Health, Safety & Environment **risk management assessment** and documentation for all projects involving field work.
- 5** Monitor **PM Dashboard** regularly; follow best practices for managing project **financials**, including time charges, work in progress, accounts receivable, and estimates to complete (ETC).
- 6** Obtain the client's written approval on **scope of service changes** in a timely manner.
- 7** Conduct and document a **quality review** of all final deliverables prior to issue.
- 8** Conduct and document **independent review** of all final deliverables prior to issue.
- 9** Close off project **financial** and close out **project files**.

We are aware that NVTa's first job is to operate transit services—we will be cognizant and respectful of your time when developing data requests, scheduling meetings, and submitting deliverables. Stantec will provide NVTa with project updates, including details regarding completed deliverables, work in progress, proposed meetings, and required approvals. Project staff are available and on-call for discussion to quickly address unforeseen issues and to provide updates to the agency's project manager.

TASK 3 – EXISTING FTA ZEB FLEET PLAN AND DATA COLLECTION

Stantec has completed an initial review of NVTa's FTA ZEB Fleet Plan and has identified what key elements will need to be further analyzed and developed to not only comply with the ICT regulation from CARB, but also to deliver a Rollout Plan that will truly guide NVTa to a successful transition to BEBs. The key elements that the Stantec team will evaluate to complete NVTa's ZEB Rollout Plan are:

- » Existing conditions assessment of facilities and operations
- » Vehicle simulation under current NVTa's unique operation to validate the technology portfolio and to identify what would be needed for BEBs to complete service (i.e., on-route charging, reblocking, additional vehicles, etc.).
- » Power modeling to validate charging strategy and to create charging equipment specifications
- » Site conceptual phasing design to identify the specific location and layout of new charging infrastructure
- » Phasing strategy or schedule for construction while identifying transition strategies that will allow continue operations
- » Strategies for strategies to prioritize service in disadvantaged communities as defined by CalEnviroScreen 4.0 (census tracts that are disproportionately burdened by, and vulnerable to, multiple sources of pollution)
- » Create a high-level plan and schedule for the training of bus operators and maintenance and repair staff on ZEB technologies
- » Cost estimate for facility modifications and detailed financial assessment with year-by-year cash flows until 2040 (this would be an add-on to the scope and is not considered in the cost proposal)
- » Expand on the identified funding sources
- » Compilation of start-up and scale-up challenges.

TASK 4 – ANALYSIS AND DRAFT OF ZEB ROLLOUT PLAN

4.1 GENERAL INFORMATION (SECTION A AND B)

Stantec will collect and fill the information regarding the agency (Section A) and the rollout plan (Section B).

4.2 TECHNOLOGY PORTFOLIO (SECTION C)

To propose a technology portfolio for NVTa, a deep dive analysis is required to truly understand the operational constraints that BEBs will have at each route and service type. Therefore, to satisfy the requirements in Section C, a vehicle simulation or modeling under current NVTa's unique operation is required.

The successful electrification of a bus system relies on a reliable prediction of future power and energy requirements. ZEB manufacturers provide technical specifications of the anticipated fuel economy of their vehicles. While these values can be used for a rough estimate of simple energy demand, real-world operations have proven to deviate greatly from the manufacturer's fuel economy projections since they are calculated and reported on 'best performance'. Some of the factors that shape fuel efficiency are topography, weather conditions, passenger loads, average route speed, and operator driving behavior.

Additionally, the complexity of these factors will make the energy/fuel demand from one route or service type completely different from the demand of another route in the same transit system. For example, the fuel economy when a BEB operates with more frequent stops and lower driving speed within the city can be around 2.5 kWh/mi, and for the same bus the fuel economy can be as low as 1.98 kWh/mi when traveling at higher speeds with fewer stops along a freeway or highway.

Miscalculating the fuel economy can have significant repercussions not only for the expected range, which can affect service delivery, but also cost projections if the expected power demand is mismatched with infrastructure or supply, either over- or under-sized. Therefore, the first step to a successful electrification plan is the predictive modeling of operations for generic ZEBs.

Route Modeling

Stantec's approach to model the predictive energy requirements of an electrified fleet is to use the manufacturer's expected fuel economy as a reference, but then to model the bus efficiency based on representative operational and ambient conditions of the fleet, while incorporating any real-world data that NVTa can provide from their electric fleet. To capture how operational conditions can affect the fuel economy—and, the energy/fuel requirements specific to the service area of NVTa—Stantec uses its proprietary modeling tool called ZEBDecide, supplemented by strategic data collection methods.

ZEBDecide models the mechanical energy demand of ZEBs based on representative driving cycles. A driving cycle is a speed versus time profile that is used to simulate the vehicle performance, and consequently, the energy use (similar to the one presented in the figure below). Stantec will evaluate the topography, average speed of routes, route length, traffic level, and number of stops to identify a series of driving cycles found in the literature that can accurately represent the operations of NVTa's fleet to categorize the service routes based on representative driving cycles. Stantec believes this is a robust approach to modeling that responsibly balances data granularity and the cost to undertake the analysis.

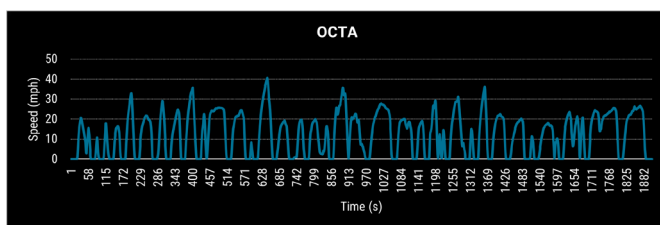
Bus Performance Modeling

The next step is to model the drivetrain power requirements specific to the acceleration profile from the driving cycles, also called "bus performance modeling". To do so, ZEBDecide considers different vehicle specifications, such as curb weight and frontal area, to estimate the aerodynamic drag and rolling resistance coefficients.

Additionally, the power requirements from auxiliary components and from the HVAC system is configured for each vehicle type and according to current manufacturer designs. The vehicle specifications are then paired with the acceleration profile from the driving cycle to predict the energy efficiency and fuel economy specific to each route.

Since the analysis is created for a generic build of BEBs, the model estimates an energy efficiency independently from fixed vehicle configurations, giving flexibility to the future fleet procurement to be fulfilled by one, or a combination, of vehicle manufacturers. Therefore, the resulting analysis will be vendor agnostic. Furthermore, the baseline vehicle specifications in the modeling will be established in collaboration with NVTa to reflect the needs and preference of their fixed-route network.

Once the bus configuration is set, the powertrain power profile is modeled into fuel economy while considering passenger load, critical weather-related accessory loads (heating and cooling),



and general mechanical power needed for vehicle acceleration.

Fleet Operations Requirements

For fixed-route services, the calculated fuel efficiency is then combined with the route mileage and block configuration to calculate the energy requirements at the block level, as well as the state of charge (SOC) of the batteries at the end of each service day.

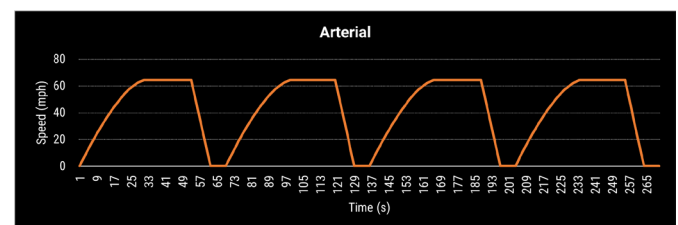
The modeled efficiency will provide valuable information for future service planning that will be realistic and reliable because it is related to the expected range, SOC, fuel levels, and energy consumption. Furthermore, this analysis will identify the route conversion to ZEB feasibility and whether on-route charging is required due to range limitations or what schedule modifications can facilitate the route electrification.

4.3 CURRENT BUS FLEET COMPOSITION AND FUTURE BUS PURCHASES (SECTION D)

Stantec will work with NVTa staff to include the most accurate short-term purchase conditions and future purchase schedules to update the information presented in the FTA ZEB Transition Plan. Additionally, the acquisition costs will be reviewed and updated.

4.4 FACILITIES AND INFRASTRUCTURE MODIFICATIONS (SECTION E)

Identifying the ideal charging infrastructure solution for a fleet must start with a clear understanding of the power load requirements, available technology, and specific opportunities/challenges of the facilities. While a minimal approach like having one connection per vehicle will provide the required charging needs, it misses the opportunity of minimizing capital investments, and it could also come at the expenses of higher power loads than what it was anticipated. For example, while the plan can be to charge no more than half the buses at any given moment, it could be the case that vehicles that were left to charge in the second window will not have enough time to charge prior to being dispatched. This situation could force operators to have more than half the chargers active at some point, increasing the expected load, or it would imply such vehicles will not be fully charged when they leave the facility, potentially requiring a vehicle swap during the day. Therefore, Stantec proposes to conduct power modeling to validate the infrastructure requirements and to obtain charging profiles that will also inform the charging strategy and expected load, while ensuring all vehicles will receive the needed charge to complete service.



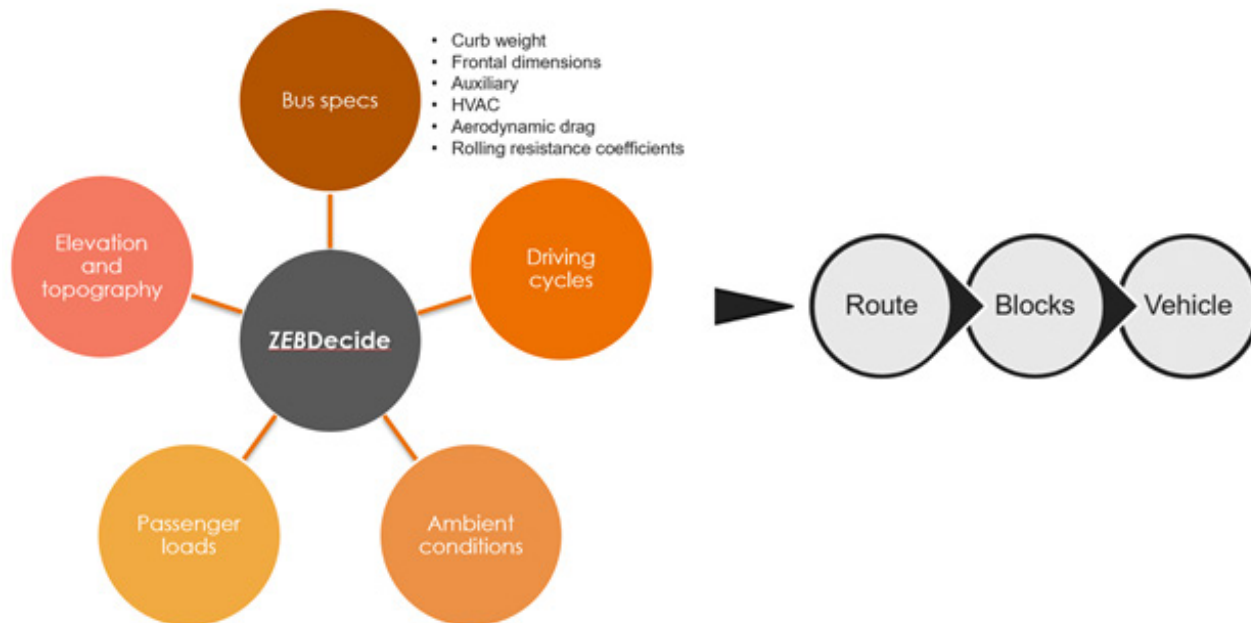
Example of two different driving cycles or speed vs. time profiles

Charging Profile and Infrastructure Power Modeling

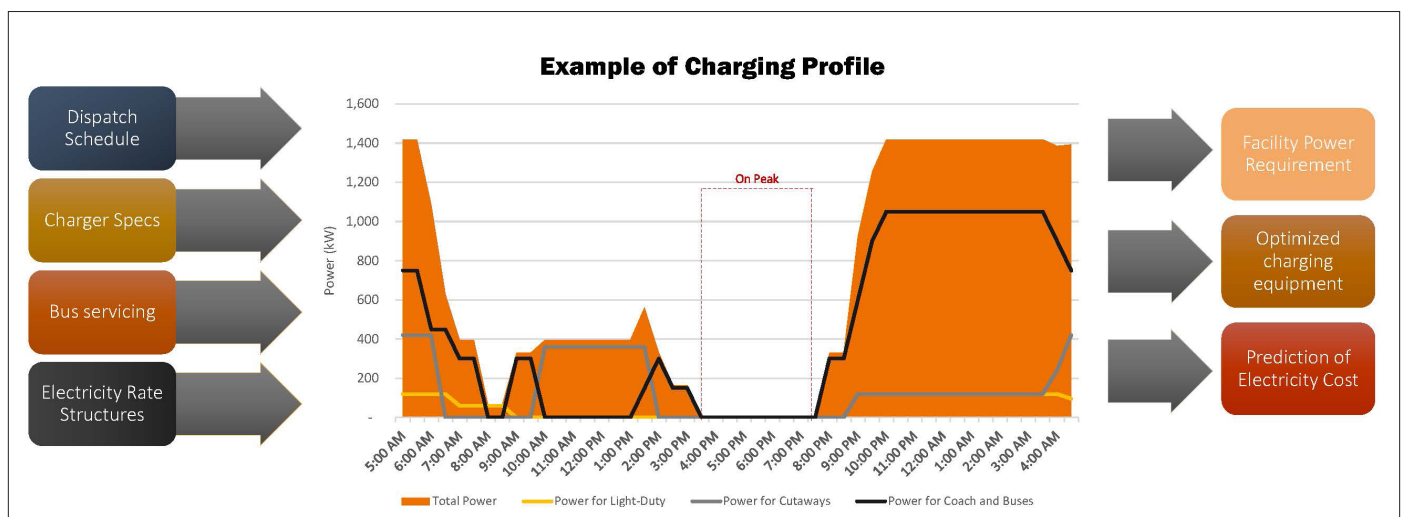
To simulate the charging profile at the main facility, the fleet's energy demand (obtained from the vehicle simulation previously described) is combined with operational considerations—such as vehicle dispatching schedules—to estimate 1) the ideal number of chargers, 2) charger capacity, and ultimately, 3) the power demand. Using the power requirements, as well as details from the service schedule, a charging profile is generated defining charging times and number of connected chargers to mitigate power demand during on-peak rate hours, similar to the figure presented in below.

Rate Modeling and Fuel Cost

The cost of electricity varies significantly depending on the time of day in response to varying demand and generation sources, i.e., demand charges and time of use (TOU) rates. Stantec has extensive knowledge of current TOU rates from the utility companies, including PG&E, that directly inform the charging strategies and rate model. The charging profile is an example of charging optimization where minimal charging during on-peak hours helps mitigate the cost of electricity while charging at off-peaks is optimized to avoid excessive power peaks that would result in costly grid connection upgrades. Combining the power and rate models provides predictive electricity costs and technical specifications for the upgrade of the grid connection to further discussions with PG&E. Furthermore, commodity cost projections from industry experts are collected to extend the electricity cost throughout 2040.



Schematic of ZEBDecide modeling inputs and process



Example of Charging Profile for a Fully Electrified Fleet

Analysis of Electrical Infrastructure Needs

The primary concern planning the infrastructure required to support a BEB fleet is the electrical capacity to charge the buses efficiently and effectively. Our experience with other transit agencies that have implemented successful fleet conversion programs has demonstrated that there are several factors that must be considered when developing a conversion plan, including early involvement of the local utility company and a strategic phasing plan.

The route modeling and performance analysis above described will define the energy needs and charging requirements of the vehicles in the fleet. The modeling will determine the charging needs based on the specific blocks being served by each vehicle in the fleet, and based on the available refueling times, charging profiles are optimized. That data will be a key component in determining the extent and timing of infrastructure upgrades that will be required to support the fleet conversion.

The local energy demand to operate BEBs can be large and can exceed the capacity of the on-site electrical system and, in some cases, the local utility distribution system. For instance, we find that several of our clients at full BEB buildout require anywhere from five to 10 times the amount of peak power demand compared to their current operations. Charging several vehicles simultaneously is not as simple as just plugging them in. Configuring the charging systems and the charger management system to provide maximum operating flexibility while minimizing required infrastructure upgrades is a key goal.

Since the BEB fleet conversion will be phased in, the infrastructure design needs to be able to grow incrementally without impacting daily operations. Vehicle and charger technology are changing rapidly, and improved systems are coming to market continuously. The infrastructure also needs to be able to have the flexibility to accommodate and take advantage of new, higher capacity and more capable BEB systems that will be available as the fleet transition is implemented.

Activities that will be performed under the Electrical Infrastructure Analysis include:

- » Forecasting the electrical charging needs based on the modeling while anticipating the growth or changes required when deploying an all-electric fleet.
- » Consideration of previous and ongoing infrastructure and facility plans.
- » Evaluation of the existing depot electrical and operations infrastructure to identify necessary upgrades to support the new fleet and future electrical demand from all activities managed by NVTA.

- » Coordination with the local electric utility to identify system capacities, when such capacity will be surpassed, and to confirm their ability to meet the projected energy demands.
- » Preparation of a comprehensive infrastructure plan through the fleet transition period that identifies the required infrastructure upgrades, both internal to the NVTA facility and on PG&E's distribution system (e.g., on-site transformer and conduit needs) and provide a phasing plan that will result in an infrastructure that can fully support the evolving fleet.

Analysis of Yard Layout and Charger Location

The electrical system design is just one component of the overall infrastructure design. Fleet operations, maintenance, the service cycle, and yard management also must be considered since all the design components interact and impact the overall success of the system. The Stantec team will evaluate yard and fleet operations and incorporate that information into the overall infrastructure plan. The infrastructure plan will include the development of a preliminary architectural and engineering (A&E) design of the on-site electrical infrastructure upgrades required to support the BEB fleet at the garage and at on-route charging locations. The design will include initial equipment and power distribution system sizing, layouts, and order of magnitude cost estimates.

The deliverable, a conceptual site layout, will consider charger physical specifications (i.e., potential size), as well as proposed vehicle flow that considers the new areas for the charger cabinets, charger dispensers, and any additional electrical infrastructure to operate the chargers.

While it is not considered as part of the current scope of work, our cost estimator could provide a high-level cost assessment of the required infrastructure, going beyond the cost of equipment to dive deep into the construction and installation of the required infrastructure. This added scope would help validate the cost estimations formulated on the FTA's ZEB Transition Plan for NVTA.



Phasing Strategy

Introducing electric charging for buses at any given transit facility will increase the complexity of the current circulation and parking configuration(s). ZEB's will be implemented over time, but since fueling infrastructure for conventional vehicles will not be installed at NVTa's new maintenance and operations facility, the introduction of new charging equipment will be critical to the functionality of the new facility. Stantec will identify a strategic phasing strategy for the necessary modifications to NVTa's facilities, including transit centers and park-outs if necessary, based on the vehicle purchase schedule, site configurations, and aiming to minimize capital expense, resulting in a high-level phasing schedule for all upgrades and modifications at all the locations that will be critical to support the operations of BEBs.

4.5 PROVIDING SERVICE IN DISADVANTAGED COMMUNITIES (SECTION F)

Stantec will identify the disadvantaged communities as listed in the latest version of CalEnviroScreen and will utilize tools like GIS to overlap the service routes and service of NVTa. This powerful visualization tool will provide the key pieces of information to develop implementation strategies that prioritize such communities, while considering key operational aspects like BEB's range, blocking success, charging infrastructure investment at nearby locations, and overall fit to NVTa's goals.

4.6 WORKFORCE TRAINING AND START-UP AND SCALE-UP CHALLENGES (SECTION G AND I)

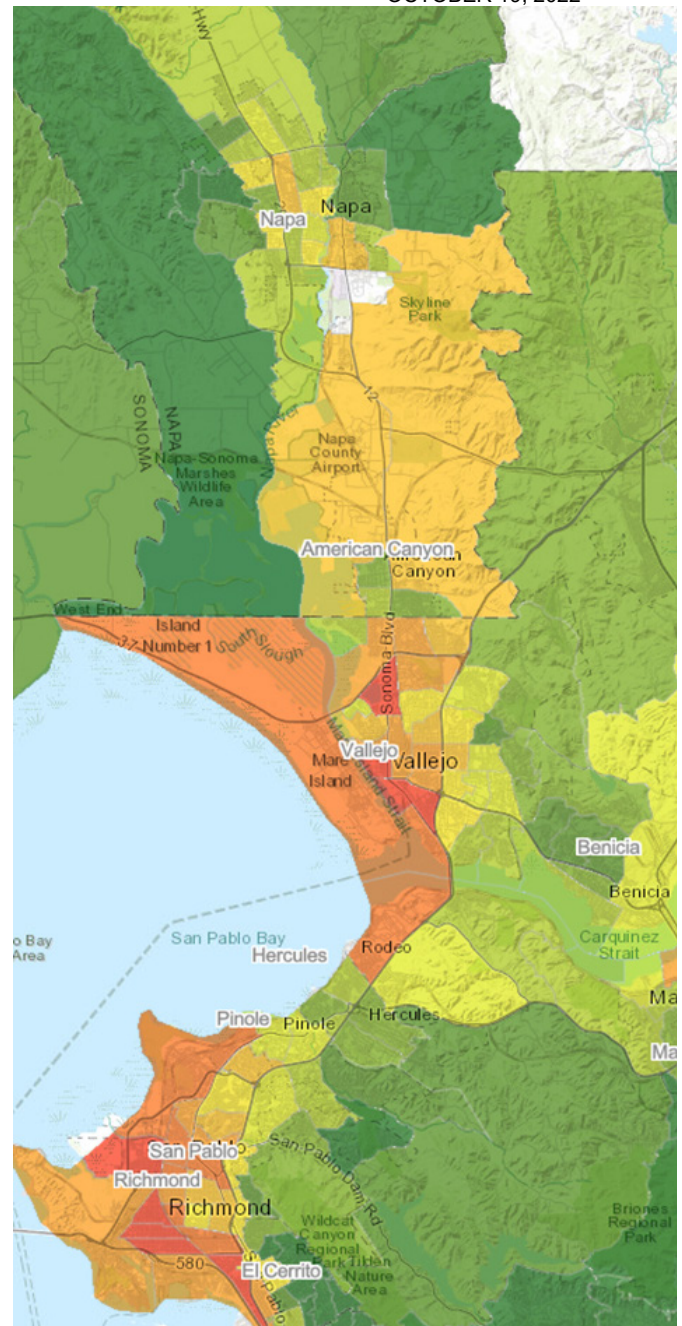
Stantec will review in detail the FTA ZEB Transition Plan prepared for NVTa and will evaluate if more detail is required to create a high-level plan and schedule for the training of bus operators and maintenance/repair staff on ZEB technologies.

Furthermore, throughout the development of the proposed scope of work, Stantec will identify specific start-up and scale-up challenges. The proposed team of experts has completed over 12 zero-emission rollout plans in the state of California, which makes identifying challenges and opportunities related to the deployment of ZEB fleets a second nature to our experts.

4.7 POTENTIAL FUNDING SOURCES (SECTION E)

Beyond the requirement of CARB's ICT ZEB Rollout Plan, identifying sources of funding is an essential, and perennial concern for all transit agencies. Stantec will provide a fulsome review of the possible avenues for applicable funding incentives and other competitive funding sources available to NVTa.

While there are many incentive and funding source opportunities, these will be insufficient to fully fund CARB's ZEB mandate. As such, transit agencies and their local communities will likely have to shoulder the burden of the ZEB mandate unless other funding incentives and sources emerge.



CalEnviroScreen 4.0 Indicator map of NVTa's service area. Redder colors indicate greater pollution burden and areas with poorer air quality.

TASK 5 – DRAFT ZEB ROLLOUT PLAN

5.1 DRAFT ZEB ROLLOUT PLAN

To concisely tie together the entire scope of the project, the Stantec team will prepare a final, cohesive and concise report that summarizes the work of all previously completed tasks. Our Project Manager will take the lead on the final report to ensure all deliverables are being met and clearly stated throughout the entire report. Our team also understands the critical importance of the delivery of the project and its findings; accordingly, our Project Manager and the entire Stantec Team will work closely with NVTa to develop presentations and summaries that can be utilized for various presentations and meetings. Our presentations will solicit feedback, respond to any questions, and resolve critical issues.

Stantec will support NVTa in documenting the conclusions and findings. The final report will include an executive summary and the main body of the report will be organized in a logical manner which will include all previously described tasks and deliverables, and will also take into consideration other findings, assessments, evaluations, conclusions, and strategies uncovered over the course of the project. A clear rationale for the recommended ZEB technology(s) will be provided, which will be supported by the modeling findings. A timeline of key activities to ensure compliance with the CARB ZEB regulation by 2040 will also be included. Our report will meet the requirements of CARB's ICT Rule (13 CCR§2023.1(d)(1)) and is generally consistent with CARB's Zero-Emission Bus Rollout Plan Guidance for Transit Agencies.

As an optional attachment to the Zero-Emission Bus Rollout Plan that will be presented to CARB, Stantec will prepare a final report with record the collected data, methodology, and findings that will be supporting all sections of the CARB document. For other agencies, the outline Stantec has used and which we propose for this report include:

- » Introduction, CARB requirement and project approach
- » Summary of existing conditions
- » Block-level modeling results
- » Fleet procurement strategies
- » Facility and infrastructure modifications
- » Service in disadvantaged communities
- » Workforce training
- » Potential funding sources and financing
- » Other transition items
- » Phasing and Implementation

TASK 6 – FINAL ZEB ROLLOUT PLAN

Based on the input and feedback received from stakeholder engagement, the project briefings, and the draft plan phases, Stantec will update the draft report and finalize it for submission based on one consolidated round of comments. Stantec will also present and discuss the contents of the Final Report to NVTa's designated staff, to the Board, and to other municipal councils and oversight as necessary.



Proposed Schedule

	ZEB Transition Plan																
	October	November				December				January				February			March
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17
Task 1 Grant Assistance Program	As required for full duration of project																
Deliverable: Supporting information for Federal and State grant applications																	*
Task 2 Study Scope, Schedule and PM																	
2.1 SOW review and recommend changes																	
2.2 Review detailed scope, schedule, and milestones																	
2.3 Project Management																	
Deliverable: Kick-off meeting, finalized scope of work, and project schedule		*															
Task 3 Existing FTA ZEB Plan Review and Data Collection																	
3.1 Review existing FTA Zero-Emission Fleet Plan																	
3.2 Identify further analysis to meet Rollout Plan regulation																	
3.3 Data Collection																	
Deliverable: Matrix that identifies what information is currently missing			*														
Task 4 Analysis and Draft of ZEB Rollout Plan																	
4.1 Fleet Composition and Transition Strategy																	
4.2 Vehicle Modeling																	
4.3 Charging Profile																	
4.4 Disadvantaged Communities																	
4.5 Concept Design and Electrical needs																	
4.6 GHG Assessment																	
4.7 Workforce and Challenges																	
4.8 Policy and Regulatory Services																	
Deliverable: Draft CARB Zero Bus Emission Rollout Plan												*					
Task 5 Draft ZEB Rollout Plan																	
Deliverable: Draft Report																*	
Task 6 Final ZEB Rollout Plan																	
Deliverable: Final Report																	*

Statement of Qualifications



Statement of Qualifications

STANTEC

Stantec has been serving the transit industry for more than 60 years. With approximately 25,000 employees, Stantec is a global design practice with 400 offices worldwide. The public agency sector makes up more than 50% of our annual revenue and the majority of our staff work on public sector projects.

FROM A TO ZEB: WE TRANSFORM TRANSPORTATION

Stantec brings a unique combination of expertise in ZEB infrastructure planning and design, route and energy analysis, and a thorough understanding of funding opportunities available to transit agencies. Our team will serve as your trusted advisor to understand, plan for, and deploy zero emission solutions.

We have worked on more than 61 zero-emission bus and vehicle projects globally within the last 5 years. In the last year, we developed CARB-compliant ZEB rollout plans for two of the largest transit agencies in California—Orange County Transportation Authority and Riverside Transit Agency and for other 3 small transit agencies. We also supported Honolulu and Golden Gate in their ZEB Transition Plan that resulted in funding being awarded by the FTA's Low-No Bus program of \$20M and \$12M, respectively. This is all to say, the team we are proposing is proven and ready to fully support NVTA.

We help our clients align the pieces through producing ZEB transition plans, route and energy analysis, implementation of charging infrastructure, design of hydrogen fueling stations, and facility design to accommodate ZEBs.

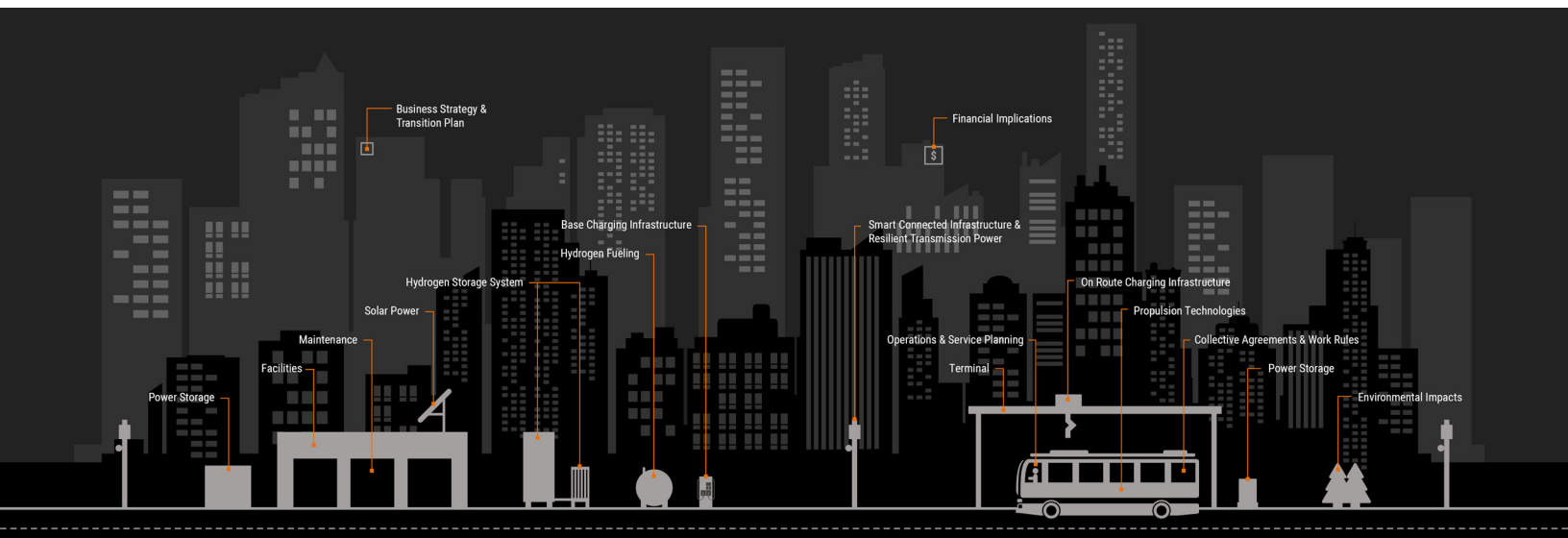
Our industry experts are committed to bringing the ZEB technology to the forefront. Through our project work, industry speaking engagements, and published articles, we bring thought leadership and innovative solutions to our clients. Through our active industry association memberships, ZEB Task Force, and committee participation, Stantec is transforming transportation one ZEB fleet at a time.

TRANSITION PLANS & INFRASTRUCTURE PLANNING AND DESIGN

Your success is our success! Stantec is a leader in assisting transit agencies with the adoption of ZEB fleets. The transition from A to ZEB is not an easy one. No two transit agencies are alike, and no two solutions can be the same. Our clients' needs are at the center of every solution we design. With over 60 years of experience, Stantec has built a dedicated design practice that has delivered over 500 operations & maintenance facilities across North America. Our experienced staff is assisting transit agencies in their transition to ZEB fleets and planning and designing the charging and hydrogen infrastructure requirements at new and existing facilities. Adding to our planning and facilities experience, Stantec partners with transit agencies to identify the infrastructure and power requirements for on-site and on-route charging. In addition, we plan and design hydrogen refueling stations. Coordinating with public utility companies brings our clients the services needed to implement their zero-emission fleet refueling and charging requirements.

PROJECT EXPERIENCE

On the following pages you will find Stantec's extensive experience in preparing ZEB Analysis, Infrastructure Plans, and Facility Analysis/Design.



Napa Valley Transportation Authority Bus Operations & Maintenance Facility

Stantec is working with NVTa on the \$30 million project that supports fleet expansion, including the future implementation of electric buses. Stantec is part of a design team that provided full design services for the new facility located outside of the City of Napa. The 31,500-square-foot, three-building purpose-built facility will house NVTa's operations and maintenance efforts. The new facility includes an operations building with space for 100-plus operators, a 6-bay maintenance building, and a vehicle wash building. It is designed to accommodate an expanded fleet of more than 80 transit vehicles, while also providing much-needed meeting and collaboration space. The new facility will also serve as a regional meeting facility for NVTa, providing much-needed meeting and collaboration space for the communities and cities that they serve.

The facility was designed for employee comfort, with an emphasis on optimization for daylight. Clerestory windows allow daylight to flow deep into the buildings, and natural ventilation was incorporated in the maintenance building to support employee health and well-being.

The project will also seek to achieve net-zero energy through extensive use of photovoltaics and planning for future electric bus charging to bolster the resiliency of NVTa's new facility and transit service. Stantec worked carefully at the early stages of the project to ensure maximum solar potential was maintained on the site through maximizing rooftop solar and planning the site to allow for solar canopies to be phased and constructed separately. The team is also collaborating on strategies for maximizing on-site battery storage and understanding how that can be phased into the site as the agency acquires additional electric vehicles in the near future.

PROJECT LOCATION

Napa, CA

STANTEC SERVICES

master planning, programming, architecture, interior design, sustainable design

PROJECT SIZE

31,500 sf

PROJECT DATES

11/2017-present

TEAM

Stantec: Will Todd (Project Manager)



Santa Monica Big Blue Bus Charging Infrastructure

Stantec is assisting SMBBB to devise an electric vehicle charging strategy as it switches its fleet of 195 buses by 2030. The Big Blue Bus implementation date is a decade ahead of a statewide mandate. The charging infrastructure project, set for completion in March 2021, starts with an in-depth review of route modeling for Big Blue Bus to determine if battery electric buses or hydrogen fuel cell electric buses are the best fit for the community. The Stantec Team is conducting a block-by-block analysis to understand power requirements throughout the 58-square-mile service area. During the transition to 100 percent ZEB operations, the Big Blue Bus fleet composition will evolve over time, and both natural gas-powered buses and electric buses will be in service simultaneously. The phased approach provides flexibility for the transit agency as it reduces its environmental footprint. The infrastructure plan will accommodate the shifting fleet composition and the ultimate decommissioning and removal of the existing fueling system in place.

PROJECT LOCATION

Santa Monica, CA

STANTEC SERVICES

Architecture, MEP Engineering, Structural Engineering, Energy Engineering, Transit Advisory Services, Solar Analysis, Resiliency

TEAM

Stantec: David Verbich (ZEB Expert), Anay Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead)

PROJECT SIZE

195 buses

PROJECT DATES

10/2019-present



Golden Gate Transit ZEB Rollout Plan

GGT's Rollout Plan is informed by Stantec's ZEVDecide tool, which is calculating total power requirements, fueling/charging scheduling windows, cost of ownership and establishing an optimal fleet mix of battery electric buses and hydrogen fuel cell buses based on prevailing circumstances. Once complete, the final ZEB rollout plan will help inform priorities, key decision points, and other critical considerations. The project includes in-depth analysis of the District's four facilities and existing routes to determine the optimal fleet composition of battery electric buses and/or hydrogen fuel cell electric buses for the community. Stantec is conducting a survey of all ZEB alternatives currently in the marketplace, assisting with resiliency planning, and help identify technology options for maximizing the use of renewable energy. Stantec is also assisting in the development of a training plan and schedule for ZEB operators and maintenance/repair staff. An interesting twist to the GGT ZEB rollout plan from others Stantec is leading is that 54 percent of GGT's bus fleet is comprised of motor coach buses, a segment still very much undefined within the ZEB space.

PROJECT LOCATION

San Francisco, CA

STANTEC SERVICES

Architecture, ZEBDecide Modeling, Route by Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Facility Analysis

TEAM

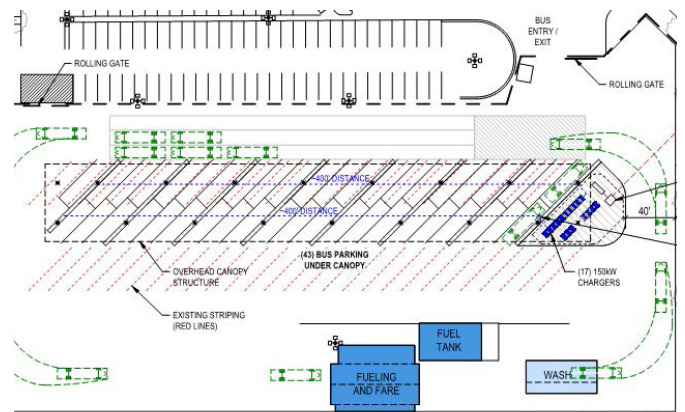
Stantec: David Verbich (ZEB Expert), Anay Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead)

PROJECT SIZE

150 buses

PROJECT DATES

3/2020-4/2021



Gold Coast Transit District ZEB Rollout Plan

The project started with a site visit to GCTD's new facility to document operational, maintenance, and planning practices, as well as to evaluate the facility for preparedness for ZEB transition. Stantec conducted an existing conditions review as well as a market scan to understand the needs of GCTD as it relates to service delivery and operations. Stantec used its proprietary tool for bus modeling and route simulation to estimate the fuel economy and feasibility of battery-electric buses (BEBs) and hydrogen fuel-cell electric buses (FCEBs) for GCTD's operations. Our analysis discovered that while BEBs could be feasible, their adoption would require a complex mix of different BEBs with different battery sizes, constraining flexibility and operations. FCEBs, under modeling conditions, were able to achieve full service in a 1-to-1 fashion, and adopting a hydrogen solution also facilitates paratransit and on-demand vehicle transition, given the large range these vehicles operate. Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners (like VCTC), Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

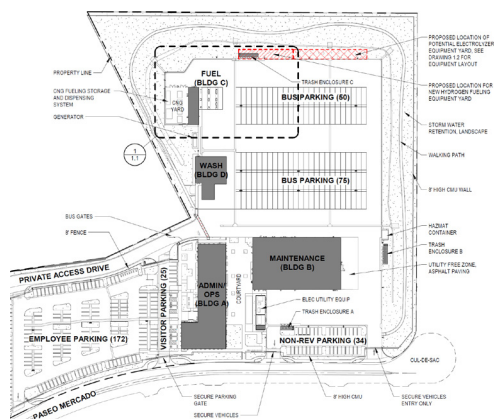
PROJECT LOCATION
Oxnard, CA

STANTEC SERVICES
Transit Service Planning and Operations, Predictive Energy Modeling, Power & Charging Systems Analysis, Hydrogen Supply Analysis, Facilities/Architecture Analysis, Financial Analysis, Fleet Analysis, Fueling Analysis

PROJECT SIZE
87 buses

PROJECT DATES
8/2021-7/2022

TEAM
Stantec: David Verbich (Project Manager), Analý Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead)



OCTA ZEB Rollout Plan

OCTA utilized Stantec's support to develop their ZEB Rollout Plan to guide upcoming vehicle and infrastructure investments. The regulation applies to a transit agency that owns, operates, leases, rents, or contracts with another entity to operate buses in California. Large transit agencies, such as OCTA, must purchase or operate a minimum number of Zero-Emission 40-foot buses as determined by CARB's phasing schedule. The regulation further requires 100% of the fleet operated by an agency in revenue service must be Zero-Emission buses by 2030. OCTA operates primarily a fleet of CNG buses. For nearly two years, OCTA has been testing in service a hydrogen vehicle and is now in the process of receiving 10 hydrogen 40-foot buses. Stantec worked with OCTA on a new hydrogen fueling station at the Santa Ana maintenance facility to fuel these buses. OCTA operates the fixed-route and paratransit services from five (5) facilities throughout the county.

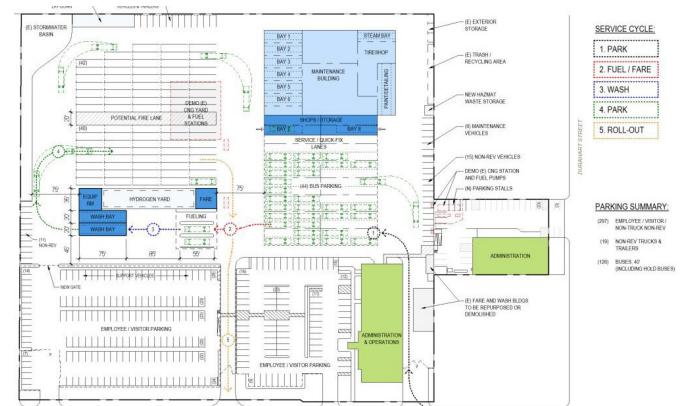
PROJECT LOCATION
Orange, CA

STANTEC SERVICES
Architecture, Energy Engineering, Transit Advisory Services

PROJECT SIZE
550 buses

PROJECT DATES
10/2019-7/2020

TEAM
Stantec: David Verbich (ZEB Expert), Analý Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead)



King County Metro Interim Base Electrification

The \$67 million IBE project will provide parking and charging stations for 120 ZEB buses at the existing King County Interim South Base in Tukwila. The IBE project, which is the continuation of fleet electrification for Metro, will be the County's first progressive design-build, which provides an integrated approach, greater resources, and shared expertise between the design-build team and King County.

King County Metro, which serves a population of more than 2.1 million people, is leading the transit industry as an early adopter of battery-electric buses that produce no exhaust fumes, are quieter, and have the potential for lower operating costs. Metro's goal is to maintain its current fleet of approximately 1,400 coaches as it transitions to a ZEB fleet by 2035 to align with the County's equity and social justice goals. The project is scheduled to be complete by the end of 2024.

Walsh is managing all construction activities on the project, while Stantec is providing electrical engineering, transportation planning, information and communications technology design, acoustic design, charging system design, and historical archaeology.

PROJECT LOCATION

Tukwila, WA

STANTEC SERVICES

Architecture, Electrical Engineering, Predictive Energy Modeling, Lighting Design, ICT, Security, HSSE

PROJECT SIZE

185 zero-emission buses

PROJECT DATES

12/2020-4/2024

TEAM

Stantec: Mark Peckover; Analy Castillo, Reb Guthrie; Merlin Maley



Riverside Transit Agency ZEB Rollout Plan

Stantec conducted a system-wide analysis comparing its current fleet of buses operating fixed-route transit in the agency's western Riverside County service area to Zero-Emission buses (ZEBs) in response to the CARB's ICT Regulation, which mandates the full conversion of bus fleets to Zero-Emission by 2040. The study will develop a recommended ZEB mode and provide a Zero-Emission Bus Rollout Plan for fixed-route revenue fleet conversion by 2040. The study findings will support this plan by identifying a comprehensive and sustainable plan for RTA which complies with the regulation. The analysis will consider the operational and financial impacts of a full fleet conversion; examine the difference in the capital and operating costs of new battery-electric or hydrogen fuel cell bus technology versus a compressed natural gas or gasoline bus, the capital cost of associated ZEB infrastructure, the capital cost of rehabilitation or purchase of interim non-ZEB vehicles and infrastructure, and the overall operating cost impacts.

PROJECT LOCATION

Riverside, CA

STANTEC SERVICES

Architecture, Energy Engineering, Energy Modeling, Transit Advisory Services; Solar Analysis, Resiliency

PROJECT SIZE

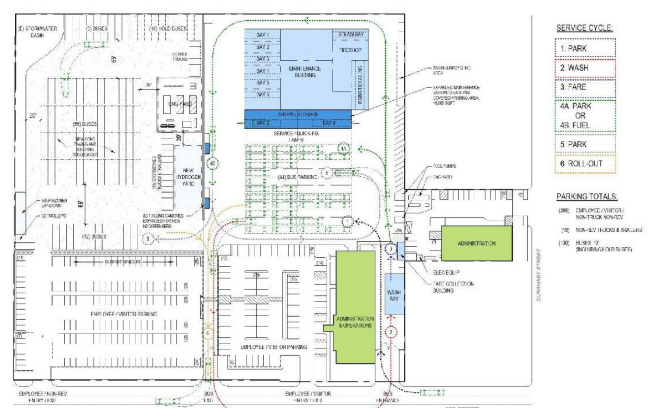
224 buses

PROJECT DATES

10/2019-12/2020

TEAM

Stantec: David Verbich (ZEB Expert), Analy Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead), Jacobus & Yuang: Cost Estimating



Anaheim Trans. Network ZEB Analysis & Charging Plan

The Anaheim Transportation Network (ATN) was planning to convert its 100-bus fleet to zero emission. Using our ZEBDecide modeling tool, we developed power requirements and an accompanying charging strategy. ZEBDecide modeled the expected fuel economy of the buses for each of the different routes. We then did a block-analysis to calculate the entire fleet's energy demand. We developed charging schedules to ensure day to day service. Additionally, Stantec provided fuel cost projections under different scenarios for the operation of the battery electric buses. Based on this information, we designed the new electrical system for the first 75 new bus chargers as well as the new building and ancillary yard loads. The design includes an extensive underground power distribution system that connects each of the charger locations to the main switchboard. The first phase of the project will include approximately 46 ground-mounted chargers and dispensers. A solar canopy over the bus charging area was designed with a battery electric storage system (BESS), providing resiliency if off-site power is lost and reducing the overall energy cost. The electrical design includes the infrastructure to support either overhead or ground mounted charging for the future buses.

PROJECT LOCATION

Anaheim, CA

PROJECT DATES

10/2019-present

STANTEC SERVICES

Architecture, ZEBDecide Modeling, Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Solar Analysis

TEAM

Stantec: David Verbich (ZEB Expert), Analay Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead)

PROJECT SIZE

47 bus chargers - Phase 1
29 bus chargers - Phase 2
6 small vehicle chargers
3 EVSE level 2 chargers

Ben Franklin Transit ZEB Fleet Conversion

BFT engaged Stantec to perform a written analysis concerning BFT's conversion of its fixed-route bus fleet to zero emission bus technologies.

This analysis will identify, on a lifecycle basis, the economic costs, performance issues, risks, and recommended timeline associated with transition to a zero-emission transit bus fleet. The results of this analysis will inform BFT decision making in the areas of policy, procurement and technology.

The analysis shall consider financial and operational impacts of battery electric transit bus technologies that are considered commercially available during the time period of this study. The results of this analysis will be presented to the BFT's Board of Directors to better inform their decision making on the transition to a zero-emission bus fleet.

PROJECT LOCATION

Richland, WA

PROJECT DATES

11/2021-present

STANTEC SERVICES

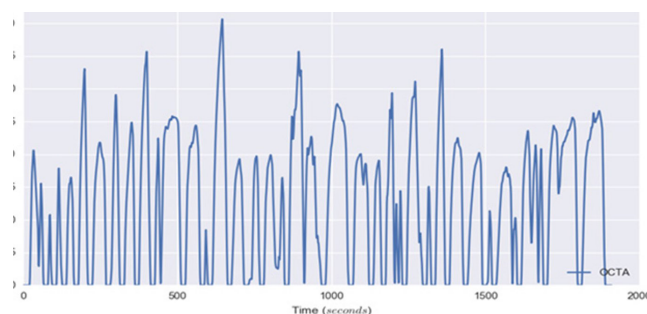
Architecture, ZEBDecide Modeling, Route by Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Facility Analysis, Solar Analysis, Resiliency

TEAM

Stantec: David Verbich (ZEB Expert), Analay Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead), Jacobus & Yuang: Cost Estimating

PROJECT SIZE

66 buses



TriDelta Transit BEB Demonstration Project

In June 2018 following 2 over two years of research, planning, and testing, Tri-Delta Transit began operating their first batter electric transit bus. As part of the pilot program, Tri-Delta Transit planned to launch a total of four battery electric buses by the end of 2018. The new 40-foot electric buses are used throughout Tri-Delta Transit’s service area and carry up to 38 seated passengers with up to another 18 riders standing. Like all Tri-Delta Transit buses, the new electric buses are ramp-equipped to accommodate wheelchairs and mobility devices, have priority seating for seniors and people with disabilities, and exterior bike racks that can accommodate up to two bikes. The buses can drive for more than 100 miles on a single charge.

Stantec’s role consisted of a study and design for installation of four Bus Charging Stations and 5 Electric Vehicle Charging pedestals for the Tri-Delta Transit Maintenance Facility. Each bus charger has the capacity to charge two buses. This was a federally funded project with Tri-Delta transit matching the federal award of \$250,000.

PROJECT LOCATION

Antioch, CA

TEAM

Stantec: Tony Zavanelli

STANTEC SERVICES

Energy Engineering

PROJECT SIZE

4 Electric Bus Charging Stations

5 Electric Vehicle Charging Stations

PROJECT DATES

2015-2017

Ventura County Transit ZEB Fleet Plan

Stantec is conducting a system-wide analysis comparing VCTC’s current fleets of buses to zero-emission buses (ZEBs). The study will develop a recommended ZEB mode and provide a Zero Emission Bus Rollout Plan for revenue fleet conversion by 2040 with associated infrastructure and operating plan.

The analysis will consider the operational and financial impacts of a full fleet conversion; and examine the difference in the capital and operating costs of new battery-electric or hydrogen fuel cell bus technology versus the current fleet technologies, the capital cost of associated ZEB infrastructure, the capital cost of rehabilitation or purchase of interim non-ZEB vehicles and Infrastructure, and the overall operating cost impacts.

Operating cost impacts will consider an exhaustive list of affected items including labor, employee training, fuel and maintenance costs, and the impacts on revenue streams and farebox recovery ratio. Of special significance is the need for a rigorous analysis of fleet scheduling/operations with the various range limitations of ZEB buses. Additionally, the financial analysis will consider lifetime/lifecycle costs, payback periods, net present values (NPV), and time sensitivity.

PROJECT LOCATION

Camarillo, CA

PROJECT DATES

2/2022-present

STANTEC SERVICES

Architecture, ZEBDecide Modeling, Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Solar Analysis

TEAM

Stantec: David Verbich (ZEB Expert), Analy Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead)

PROJECT SIZE

10 buses



OCTA Facility Modifications for Hydrogen Fueling

Through Stantec's on-call contract, our team was tasked by OCTA to provide engineering support services for the utility modifications required for a new hydrogen fueling station at their Santa Ana Bus Base. The scope of our work involves providing a new water line, communications line, and electrical service to the new fueling station. The team's main challenge involves coordinating with Southern California Edison (SCE) to tap into the existing heavily burdened electrical service. The team is working very closely with SCE and OCTA's facilities management and engineering staff to coordinate and minimize impacts to the existing facility. Led by Stantec, the design team studied multiple options for providing the utility connections for the new fueling station, reviewed them with OCTA and stakeholders and coordinated with the fueling station design and construction team. Ultimately the Stantec team sought to provide the required utility connections while minimizing costs and impacts to the existing facility.

PROJECT LOCATION

Santa Ana, CA

STANTEC SERVICES

Project Management,
Electrical Engineering

PROJECT DATES

2018-present

TEAM

Stantec: Will Todd (Project
Manager)



Fresno Area Express Facility Modifications for BEB

The project scope includes multi-phase facility improvements to the Fresno Area Express Facility in Fresno, California. There are five separate, but related packages associated with this project: Underground Diesel Tank Removal, Fire Alarm Facility Upgrades, Facility Entry Gates, Electrical Bus Charging & Site Improvements, and Bus Wash, Vault Room, Employee and Visitor Parking Lot. The scope includes addition of new PG&E service for bus electrification charging, re-lighting of existing parking areas with new high efficiency LED systems, design of additional solar array to expand their solar system, re-design of vehicle and bus entrance gates to provide enhanced security, lighting and stacking space, lighting and power design for bus service addition and re-design of bus wash facility including connections for new equipment.

PROJECT LOCATION

Fresno, CA

STANTEC SERVICES

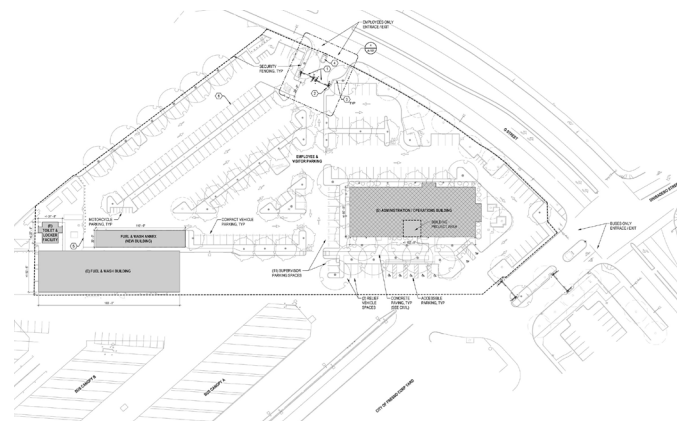
Architecture, Interior Design,
Industrial Design, Electrical
Engineering

PROJECT DATES

2018-present

TEAM

Stantec: Will Todd (Design
Lead), Reb Guthrie (Fueling
Lead); Jacobus & Yuang (Cost
Estimating)



El Dorado County Zero Emission Bus Fleet Plan

El Dorado Transit (EDT) provides local transit, commuter service to Sacramento, as well as several demand response services, including dial-a-ride for communities across western El Dorado County. EDT serves a community that values nature and environmental sustainability and is rich in natural resources, including nearby Lake Tahoe. Developing a sustainable zero-emission bus plan not only addresses the state mandate for a compliant plan by July 2023, but will help also reduce GHG emissions from EDT's fleet, improving overall air quality in the region. Stantec is analyzing existing conditions, fleet operations, and service. We are engaging a broad array of stakeholders to gain their input on the plan and the suggested service changes. Our team is providing route modeling for both fixed-route and demand-response service which will help develop a roadmap for a complete transition of EDT's revenue and non-revenue fleet. We are also recommending facility modifications and upgrades.

PROJECT LOCATION

Napa, CA

STANTEC SERVICES

Architecture, Industrial Engineering, Transit Advisory Services

PROJECT SIZE

51 vehicles

PROJECT DATES

11/2020-11/2021

TEAM

Stantec: David Verbich (ZEB Expert), Analy Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead), Jacobus & Yuang: Cost Estimating

City of Elk Grove Zero Emission Fleet Transition Plan

Stantec is providing a detailed roadmap for converting the existing fleet of the City's Owned and Operated Transit System (e-tran) to a fully zero emission fleet. The City has an existing plan to utilize Low Carbon Transit Operation Program (LCTOP) funds to develop electric charging infrastructure at the City's Corporation Yard for a future electric bus fleet. This Zero Emission Bus Transition Plan will expand on this initial planning effort using LCTOP funds to construct the required infrastructure at the Corporation Yard. Stantec's plan will include a high-level analysis of zero emission bus technology and an analysis of the existing fleet and recommendations for the procurements, capital improvements, and infrastructure and maintenance planning required to replace the existing fleet with ZEBs as well as coordination with future on-site renewable energy generation and energy storage needs. Stantec's plan will have a system-wide benefit, as its findings and recommendations will impact both local and commuter service routes, laying the groundwork for providing ZEB service to all e-tran routes. It is the City's intent that once this plan is complete, it will allow for a more efficient implementation and development of a ZEB fleet.

PROJECT LOCATION

Napa, CA

STANTEC SERVICES

Architecture, ZEBDecide Modeling, Route by Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Facility Analysis, Solar Analysis, Resiliency

PROJECT SIZE

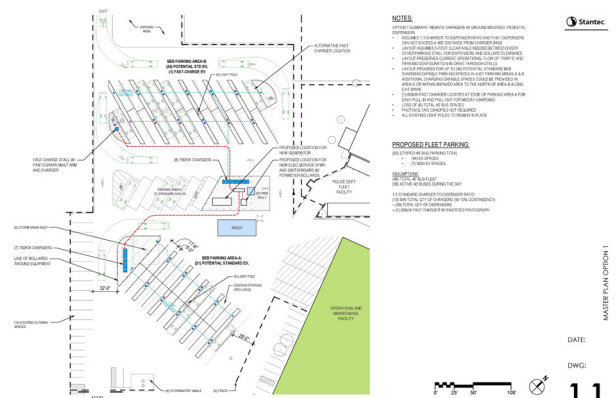
62 buses

PROJECT DATES

3/2020-4/2021

TEAM

Stantec: David Verbich (ZEB Expert), Analy Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead), Jacobus & Yuang: Cost Estimating



Calaveras Transit Agency ZEB Rollout Plan & Analysis

Calaveras Transit Agency engaged Stantec to develop a study and provide a Zero Emission Bus Rollout Plan for fixed-route revenue fleet conversion by 2040. The study findings will support this plan by identifying a comprehensive and sustainable plan for CTA that complies with the CARB regulation. The analysis will consider the operational and financial impacts of a full fleet conversion; examine the difference in the capital and operating costs of new battery electric bus technology versus a fossil-fuel powered bus, the capital cost of associated ZEB infrastructure, the capital cost of rehabilitation or purchase of interim non-ZEB vehicles and infrastructure, and the overall operating cost impacts. Of special significance is the need for a rigorous analysis of fleet scheduling/operations with the various range limitations of ZEB buses. Additionally, the financial analysis will consider lifetime/lifecycle costs, payback periods, net present values (NPV), and time sensitivity. An alternative site analysis will need to be conducted for the operational facility, as it is being leased and the addition of required infrastructure to support ZEB operations may be better utilized at a facility owned by CTA.

STANTEC SERVICES

Architecture, ZEBDecide Modeling, Route by Route Analysis, Electrical Engineering, Grid Analysis, Transit Advisory Services, Facility Analysis, Solar Analysis, Resiliency

TEAM

Stantec: David Verbich (ZEB Expert), Analy Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead), Jacobus & Yuang: Cost Estimating

PROJECT SIZE

6 buses

PROJECT DATES

9/2021-present

Santa Barbara MTD Facility Master Plan & ZEB Study

Stantec took a comprehensive look at SBMTD's current transit operations and facilities to project their needs for the next 20 years. The scope was broken into three phases. In phase 1, Stantec's Transit Advisory group provided a thorough assessment of SBMTD's current operations and took that information as a starting point to provide knowledge-based projections for the future, giving a clear picture of the future fleet and facilities requirement, particularly the conversion to zero emission buses.

Parallel to phase 1, SBMTD's two facilities were assessed by the multidisciplinary Stantec Architecture and Engineering team. The team assessed and documented the existing conditions of the facilities to establish a baseline for the master planning process and outline the various needs at the facilities. Finally, Stantec proceeded with an iterative master plan process which directly engaged with SBMTD's staff and board members for feedback. A final master plan and implementation plan, along with associated costs/budgets were established for the two facilities. Stantec was then retained to conduct route modeling to determine the appropriate BEB specs, energy and charging requirements, and facility needs to prepare MTD for a ZEB future.

STANTEC SERVICES

Architecture, Electrical Engineering, Mechanical Engineering, Civil Engineering, Landscape Architecture, ICT, Route Modeling, Energy & Charging Specs

Stantec: David Verbich (ZEB Expert) Analy Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Will Todd (Design Lead), Reb Guthrie (Fueling Lead), Tony Zavanelli (Electrical Lead), Jacobus & Yuang: Cost Estimating

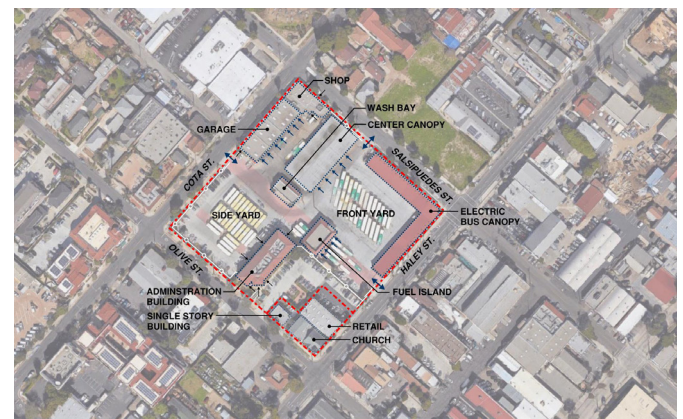
PROJECT SIZE

125 buses

PROJECT DATES

1/2019-11/2020

TEAM



Ann Arbor Area Transit Bus Propulsion Study

TheRide consulted with Stantec to conduct an impartial review of bus propulsion technologies. Stantec's scope of work includes documenting the existing situation and benefits, an assessment of all propulsion technologies (ZEB and internal combustion engines), infrastructure planning, financial planning (capital and operations) and emissions modelling. The predictive energy modeling analysis included:

- » Best practices review of other transit agencies that have transitioned to zero emission buses
- » Risk assessment and risk register of transitioning to zero emission bus technologies
- » Predictive Energy Modeling
- » Emissions Modeling

Preliminary modeling shows that only 60% of AAATA's service can be electrified using battery electric buses with depot-only charging; suggesting that a restructure of their block service will be required to support the implementation of BEBs; that success rate increases to 95% with hydrogen fuel cell electric buses.

PROJECT LOCATION

Ann Arbor, MI

PROJECT DATES

8/2021-2/2022

STANTEC SERVICES

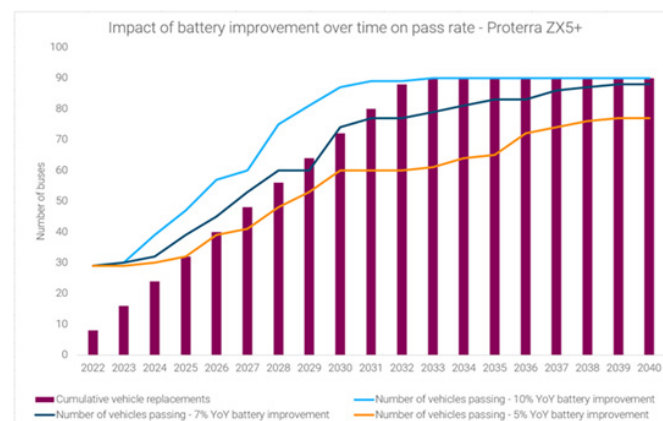
Transit Service Planning and Operations, Power & Charging Systems Analysis, Hydrogen Supply Analysis, Facilities/Architecture Analysis, Financial Analysis, Fleet Analysis, Fueling Analysis

TEAM

Stantec: David Verbich (Project Manager), Analy Castillo (ZEB Expert), Amanda McDaniel (Operations Lead), Reb Guthrie (Fueling Lead), Faye Farahmand (Fueling)

PROJECT SIZE

103 buses



230

San Luis Obispo RTA Bus Ops & Maintenance Facility

The new facility will play a vital role in the RTA's ability to grow and provide safe, reliable transit services for San Luis Obispo County. Due to the agency's wide coverage area, the facility was programmed to operate, service and maintain the entire fleet and serve as the headquarters for the agency, but the facility will only house the approximately 65 transit vehicles that will dispatch out of this location. The remainder of the future 112 vehicle fleet will dispatch from RTA's several small park-out facilities across the county. The architectural planning for the facility focused on efficiency and the family atmosphere of the agency. The design team combined employee amenity spaces such as break rooms and kitchens into larger, shared spaces at the core of the facility to engage staff to co-mingle and eliminate the literal walls between departments. The combining of shared spaces reduced the overall program, saving costs from the beginning of the project. The design completely eliminates the operational use of fossil fuels on-site, maximizes the potential for photovoltaic power generation on the building roof and over vehicle parking, utilizes ultra-local building materials, and has been designed to accommodate a future all-electric vehicle fleet to be implemented by 2040.

PROJECT LOCATION

San Luis Obispo, CA

TEAM

Stantec: Will Todd (Design Lead), Reb Guthrie (Fueling Lead)

STANTEC SERVICES

Architecture, Interior Design, Industrial Design, MEP Engineering, Civil Engineering, Landscape Architecture, ICT

PROJECT SIZE

6.5 acres, 27,500 sf

PROJECT DATES

2018-present



GOLD COAST TRANSIT DISTRICT ZERO-EMISSION BUS ROLLOUT PLAN

James Beck
805-482-3959 x 134
jbeck@gctd.org

ORANGE COUNTY TRANSPORTATION AUTHORITY ZERO-EMISSION BUS ROLLOUT PLAN ON-CALL SERVICES

Donald Herrera
714.560.5792
dherrera@octa.net

SANTA MONICA BIG BLUE BUS CHARGING INFRASTRUCTURE PROJECT

Eric O'Connor
310.458.1975
Eric.O'Connor@SMGOV.NET

SANTA BARBARA MTD FACILITY MASTER PLAN & ZERO-EMISSION BUS STUDY

Ryan Gripp
905.883.4241
rgripp@sbmtd.gov

GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN AND ANALYSIS SERVICES

Keith Nunn
415.257.4459
knunn@goldengate.org

CITY OF ELK GROVE ZERO EMISSION BUS ROLLOUT PLAN

Mike Costa
916.687.3030
mcosta@elkgrovecity.org

ANAHEIM TRANSPORTATION NETWORK ZERO EMISSION BUS ROUTE BY ROUTE ANALYSIS AND CHARGING INFRASTRUCTURE PLAN

Jim Appleby
714.563.5287 ext. 312
jappleby@atnetwork.org

EL DORADO TRANSIT ZEB PLAN

Dan Bolster
530.642.5262
dbolster@edctc.org

SACRAMENTO COUNTY SRTP AND ZEB PLAN

Mikki McDaniel
916.875.4769
mcdanielm@sacounty.net



Staff Qualifications & Experience

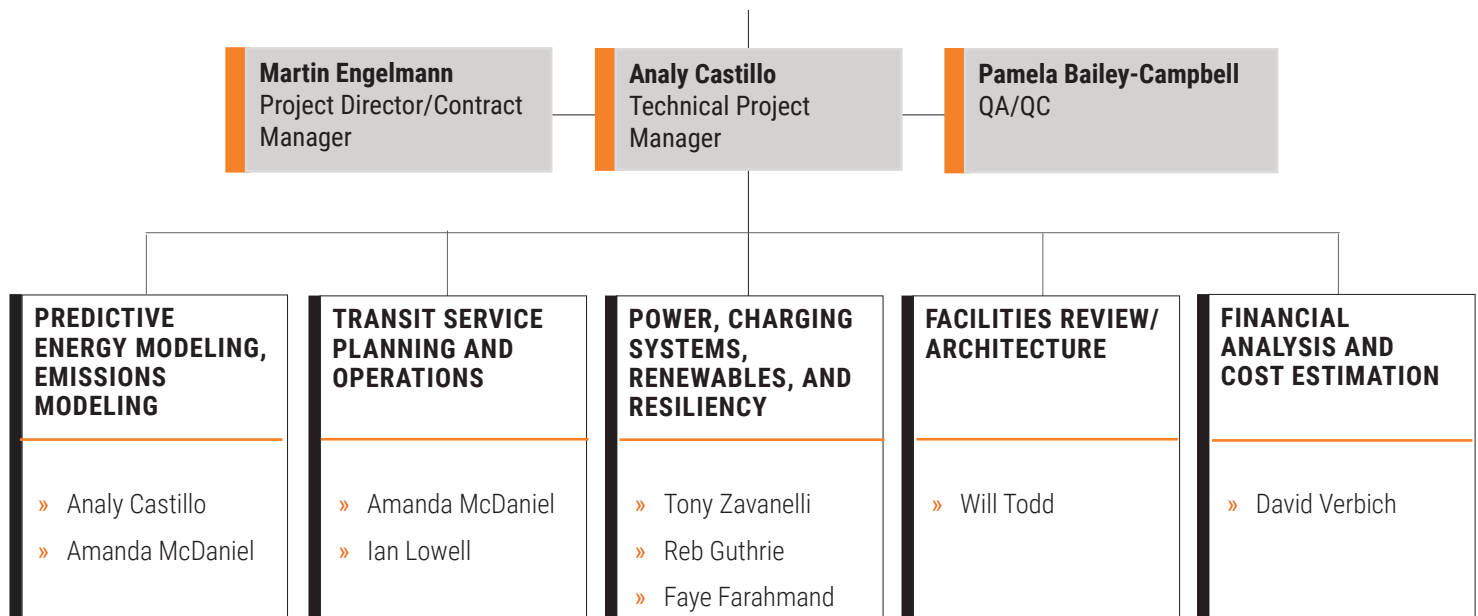


Staff Qualifications & Experience

STANTEC TEAM

Our Transit Advisory team is comprised of experts who work on both transit planning projects and ZEB development plans. Simply put, the same people who develop service plans, market analyses, service concepts and financial and fare plans, are the same people who analyze ZEB technologies, develop operational analyses, and work with architects, and electrical and fueling experts to develop ZEB implementation plans. By understanding both sides of the coin, the Stantec team will bring an integrated and synergistic approach to your project. Transit service must be effective, that is the right types and levels of service to meet local needs, and, efficient, meaning that the service is delivered at the lowest possible cost to both the rider and the taxpayer. It is necessary for transit services to produce real measurable value for the communities they serve.

Stantec's team has extensive experience preparing ZEB Fleet Conversion Plans, Route by Route Analysis Services, Charging Infrastructure Plans, and Facility Assessments/Modifications. You will benefit from our fresh perspective. It is vital to celebrate the successes of the past and build on those things that are working well. At the same time, it is also important to reflect and reconsider the opportunities for the future. The Stantec team key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of NVTa. All personnel listed in this proposal are considered key personnel.



Staff Qualifications & Experience

		Project Admin	Alignment with NVTA's Mission	Existing Conditions	Vehicle and Route Simulations/ Modeling	Transition Readiness	Market Outlook	Financial Analysis & Emissions Estimates	Implementation Plan	Funding Opp.
STANTEC	Martin Engelmann	•	•							
	Analy Castillo	•	•	•	•	•	•	•	•	•
	Will Todd	•	•	•		•	•		•	•
	Pamela Bailey-Campbell	•	•				•		•	
	David Verbich	•	•	•	•	•	•	•	•	•
	Amanda McDaniel		•	•	•	•	•	•	•	•
	Ian Lowell		•	•		•	•		•	•
	Reb Guthrie		•	•		•	•	•	•	
	Faye Farahmand		•	•		•	•	•	•	
	Tony Zavanelli		•	•		•	•	•	•	



Martin Engelmann, PE

*Project Director/Contract Manager
Stantec*

EDUCATION

Master of Science, Civil Engineering,
University of California, Berkeley

Bachelor of Science, Civil
Engineering, University of California,
Berkeley

Bachelor of Arts, Economics,
University of Maryland

REGISTRATIONS

Professional Civil Engineer #34597
State of California

YEARS EXPERIENCE

2 years with Stantec

32 years total

With 40 years of experience in transportation planning, engineering, policy, programming, and environmental review with premier self-help county agencies, Martin is an expert in corridor planning, analysis, modeling, and operations. He has diverse experience with elected boards, citizen advisory committees, transportation commissions, and community outreach and he brings proficiency with organizational behavior, employee regulations, sustainable transportation strategies, policies, and funding. The breadth of Martin's expertise has allowed him to deliver and implement an industry standard growth and congestion management program through a complex multi-jurisdictional cooperative planning process involving planners and engineers from 25 different entities. Martin has also developed and implemented a Countywide Transportation Plan, the Countywide Bicycle and Pedestrian Plan, the Congestion Management Program, and the Regional Transportation and Mitigation Fee for Contra Costa and the Tri-Valley region. He oversaw numerous major corridor studies, including travel demand forecasting, operations analysis, facility requirements, and preliminary design of improvements.

PROJECT EXPERIENCE

COUNTYWIDE COMPREHENSIVE TRANSPORTATION PLAN, CONTRA COSTA COUNTY, CA

Martin oversaw the development, adoption, and implementation of five countywide transportation plans for Contra Costa County. Each plan looked forward to a 25-year planning horizon based on the forecasted population and employment growth adopted by the regional planning agency. Martin led the work on developing the travel forecasts, evaluating major corridors, identifying key policy issues, and creating a long-range \$6 billion to \$12 billion multi-modal capital improvement program that set project priorities and timing of future project delivery. Working closely with the cities and towns of Contra Costa, Martin conducted the public outreach process for each plan and shepherded the planning process from inception through to final adoption.

MEASURE C/J GROWTH MANAGEMENT PROGRAM (GMP), CONTRA COSTA COUNTY, CA

Martin directed this unique and innovative voter-approved program aimed at improving multi-jurisdictional cooperative planning by requiring new land development projects address and mitigate traffic impacts on the local and regional transportation system. He worked with local jurisdiction and oversaw the public outreach effort to develop the policies and procedures necessary to transform the conceptual themes of a voter-approved growth management initiative into a practical, enforceable, operational program that local jurisdictions are required to comply with to receive sales tax revenues for local street and road improvements. Martin helped craft the Measure C/J Implementation Guide, the technical procedures, and the GMP compliance checklist that regulates the necessary action to be taken by local jurisdictions to comply with GMP program requirements.

SAN MATEO COUNTY TRANSPORTATION AUTHORITY SHORT-RANGE HIGHWAY PROGRAM (SRHP) AND CAPITAL IMPROVEMENT PROGRAM (CIP), SAN CARLOS, CA

Martin is managing SMCTA's 2021 Short-Range Highway Program (SRHP) and Capital Improvement Program (CIP). Working with 14 cities and the County, he is performing a project inventory for the Measures A and W transportation improvement program, which includes \$1 billion in highway projects. Martin provides liaison to the technical and citizens advisory committees to develop evaluation criteria that will be used to prioritize the project list, establish a financially constrained list of projects, and develop the SRHP for adoption by the SMCTA Board.



Analay Castillo, Ph.D.

*Technical Project Manager
Stantec*

EDUCATION

Ph.D. Environmental Engineering,
University of California

Master of Science, Environmental
Engineering, University of California
Irvine

Bachelor of Science, Chemical
Engineering, Rafael Landivar
University, Guatemala

YEARS EXPERIENCE

2 years with Stantec

10 years total

Transitioning to 100% ZEBs is an unprecedented challenge for transit agencies. For over a decade, Analay has brought hydrogen fuel cell and battery-powered buses to city streets. Driven to improve air quality, Analay became passionate about environmental sustainability as uncontrolled growth in the cities of her native country, Guatemala, turned blue skies to gray. After moving to California, Analay found like-minded colleagues in UC Irvine's Advanced Power & Energy PhD Program where her ZEB research included the first hydrogen fuel cell pilot programs in Orange County. Her research and publications have influenced policymakers and ZEB regulations. A model she developed for her thesis optimizing ZEB phasing is now being used by our transit team. This model, ZEBDecide, helps transit agencies determine their unique mix of battery and hydrogen fuel cell buses based on the terrain, routes, and infrastructure. As a consultant, her expertise in the systems, operations, and planning impacts related to ZEBs makes her invaluable to clients.

PROJECT EXPERIENCE

GOLD COAST TRANSIT DISTRICT ZEB ROLLOUT PLAN AND ANALYSIS, OXNARD, CA

(Predictive Energy Modeling) // Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners (like VCTC), Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

SANTA BARBARA MTD BEB ANALYSIS AND PLANNING, SANTA BARBARA, CA

(Predictive Energy Modeling) //Analay led the predictive energy modeling for the BEB conversion of over 100 buses in Santa Barbara. Additionally, Analay created the power requirements for their existing facility and for a new location that will only house electric buses.

RIVERSIDE TRANSIT AGENCY ZEB ANALYSIS AND ROLLOUT PLAN, CA

(Predictive Energy Modeling) //Developed all-encompassing ZEB rollout plan for a fleet of 224 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

ORANGE COUNTY TRANSPORTATION AUTHORITY ZEB ROLLOUT PLAN, CA

(Predictive Energy Modeling) //Developed all-encompassing ZEB rollout plan for a fleet of 550 buses. Plan includes facilities review, routing review, developed power requirements, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan.

ANAHEIM TRANSPORTATION NETWORK ROUTE BY ROUTE POWER MODELING SERVICES, CA

(Predictive Energy Modeling) // Established power and charging requirements for a 100-battery electric bus operation that serves Disneyland and associated resort support areas.

CITY OF ELK GROVE ZERO EMISSION BUS FLEET TRANSITION PLAN, CA

(Predictive Energy Modeling) //Developed all encompassing ZEB rollout plan and establishing power and charging requirements for a 62-bus fleet.

GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN & ANALYSIS SERVICES, CA

(Predictive Energy Modeling Lead) // The project included in-depth analysis of the District's four facilities and existing routes to determine the optimal fleet composition of battery electric buses and/or hydrogen fuel cell electric buses for the community. Stantec conducted a survey of all ZEB alternatives currently in the

Analy Castillo, PH.D.

Project Manager
Stantec

marketplace, assisting with resiliency planning, and help identify technology options for maximizing the use of renewable energy.

EL DORADO COUNTY TRANSIT ZERO EMISSION BUS ROLLOUT PLAN, EL DORADO COUNTY, CA

(Predictive Energy Modeling) // Assisted the County of El Dorado create its ZEB Rollout Plan and strategy for transitioning its diverse body of bus transit services to zero-emission technologies.

CALAVERAS COUNTY ZEB ANALYSIS, CALAVERAS COUNTY, CA

(Predictive Energy Modeling) // Developing a ZEB analysis and rollout plan for Calaveras County Transit (Calaveras Connect).

TUOLUMNE COUNTY, CALAVERAS COUNTY, CA

(Predictive Energy Modeling) // Developing a ZEB Rollout Plan

SANTA MONICA BIG BLUE BUS CHARGING INFRASTRUCTURE PROJECT, SANTA MONICA, CA

(Predictive Energy Modeling) // Developed electric charging infrastructure strategy and recommending facility modifications for transition to 100% ZEB by 2030 for a fleet of 125 buses.

BEN FRANKLIN TRANSIT FLEET CONVERSION TO ZERO EMISSIONS STUDY, RICHLAND, WA

(Predictive Energy Modeling) // Providing analysis concerning BFT's conversion of its fixed-route bus fleet to zero-emission bus technologies. This analysis will identify, on a lifecycle basis, the economic costs, performance issues, risks, and recommended timeline associated with the transition to a zero-emission transit bus fleet. The results of this analysis will inform BFT decision-making in the areas of policy, procurement and technology.

CIB ZEB INITIATIVE AND BUSINESS CASE, TORONTO, ON

(Predictive Energy Modeling) // Stantec was retained by the Canada Infrastructure Bank (CIB) as technical advisors to provide support services as part of the CIB's ZEB financing initiative. The CIB is looking to provide flexible financing options to various ZEB actors to accelerate ZEB adoption within the public transit and school transportation industries in Canada.

BCAG/BRT ZEB ROLLOUT PLAN, BUTTE COUNTY, CA

(Predictive Energy Modeling) // Led the design and site planning for the adoption of ZEBs as part of BCAG's ZEB rollout plan

ANN ARBOR AREA TRANSIT BUS PROPULSION STUDY, ANN ARBOR, MI

(Predictive Energy Modeling) // Impartial review of bus propulsion technologies to provide AAATA an assessment of the state of maturity of ZEB technologies and what it could take to transition AAATA's current fossil fuel bus fleet to a ZEB fleet.

CARTA ELECTRIC BUS MASTER PLAN, CHARLESTON, SC

– (Predictive Energy Modeling Lead) // Stantec is developing an electric bus strategy together with an operating plan for the realignment of bus routes at a new future bus terminal in Charleston. Analy is providing her expertise in predictive energy modeling to ensure the successful deployment of 20 BEBs which will be arriving in fall 2021 made up of Proterra and New Flyer buses, as well as the predictive modeling of the entire system to reach 100% electrification of CARTA's fleet by 2040.

ADVANCED POWER AND ENERGY PROGRAM (APEP), UNIVERSITY OF CALIFORNIA, IRVINE

(Predictive Energy Modeling) // Analy created an analysis tool for transit agencies to find optimal technology-mix in their bus fleet. This tool performs life cycle assessment of hydrogen fuel cell, hybrid, and battery electric buses. She deployed the first fuel cell bus at the UCI campus as part of a pilot project to test the technology. She executed pilot project of bringing twenty battery electric buses to UCI by engaging with interdisciplinary groups.

PAUL SCHERRER INSTITUTE (PSI), FEDERAL INSTITUTE OF TECHNOLOGY (ETHZ), ZÜRICH

(Predictive Energy Modeling) // Analy developed a model to quantify lifecycle environmental impacts of various Zero-Emission bus technologies and their fuel supply chain configurations. She updated lifecycle inventories of Zero-Emission drivetrain components and of energy generation portfolio for European countries.



Pamela Bailey-Campbell

QA/QC
Stantec

EDUCATION

Master of Business Administration,
University of Denver

Bachelor of Science, Biology,
Missouri Southern State University

YEARS EXPERIENCE

3 years with Stantec

32 years total

Pamela Bailey-Campbell is a member of Stantec's Smart Mobility team and a nationally recognized transportation leader with 30 years of experience serving as project manager and executive advisor to public sector clients including funding for emerging practices and technologies. Pamela has provided comprehensive advisory services to a broad range of clients including transportation agencies, municipalities, departments of transportation and non-profits across the US and Canada. Pamela leads the Transit Advisory team at Stantec and has works side by side with the team to deliver the transit advisory and zero emission studies. She is also a leader in Smart Mobility projects including a prominent role on the recently released TCRP report reviewing the state of the practice for low-speed automated vehicles.

PROJECT EXPERIENCE

SACRAMENTO REGIONAL TRANSIT SHORT-RANGE TRANSIT AND ZERO-EMISSION BUS PLAN, SACRAMENTO, CA

Stantec is working with SacRT to provide a short range transit and zero-emission bus plan that will provide service recommendations, provide recommendations for purchases of ZEB Fleet and electric vehicle charging stations, provide analysis of operating costs of various charging methods, recommend operational changes to maintenance, bus driving, and IT and provide specifications for chargers and buses.

CHARLESTON AREA REGIONAL TRANSIT AUTHORITY ELECTRIC BUS MASTER PLAN, CHARLESTON, SC

Stantec is developing an electric bus strategy together with an operating plan for the realignment of bus routes at a new future bus terminal in Charleston. Pamela served as project manager to ensure the successful deployment of 20 BEBs which will be arriving in fall 2021 made up of Proterra and New Flyer buses. Pamela also led the Stantec preparation of an FTA-compliant Zero Emission Bus Transition Plan to accompany the agency's FTA NoLo Grant submission.

ANN ARBOR AREA TRANSIT BUS PROPULSION STUDY, ANN ARBOR, MI

QA/QC for this bus propulsion study. Impartial review of bus propulsion technologies to provide AAATA an assessment of the state of maturity of ZEB technologies and what it could take to transition AAATA's current fossil fuel bus fleet to a ZEB fleet.

CANADA INFRASTRUCTURE BANK ZERO EMISSION BUSES, CANADA

Pamela is assisting the Canada Infrastructure Bank to develop and prepare an implementation strategy to accelerate the adoption of zero emission buses in Canada.

RTC OF SOUTHERN NEVADA, LAS VEGAS MEDICAL DISTRICT AUTOMATED CIRCULATOR AND CONNECTED PEDESTRIAN PROGRAM, LAS VEGAS, NV

Pamela is leading GoMed, an advanced mobility program including planning and implementation for the seamless integration of four autonomous shuttles, connected technologies including pedestrian detection, traffic and data management, and analytics platform. The on-demand service offered by connected and autonomous technology will deliver patients and staff to LVMD locations and nearby transit facilities.

AUTONOMOUS SHUTTLE DEPLOYMENT AND LIVING LAB, COLORADO

Pamela is supporting development of project to deploy a series of autonomous shuttle projects and establish a Living Lab to demonstrate the new technology. Work will include development of a series of learning modules around the projects that can be used by public agencies to develop their own deployments.



Will Todd, AIA

*Facilities/Architecture
Stantec*

EDUCATION

Bachelor of Science in Architecture,
University of Michigan

REGISTRATIONS

Registered Architect, State of
California #C35467

YEARS EXPERIENCE

15 years with Stantec

15 years total

A project architect with over 13 years of experience, Will plays an integral role in successfully guiding major projects from the initial planning phases all the way through design development, construction documentation, construction administration support, and building department review and permitting. Will is passionate about making an impact, even if it is behind the scenes. He provides essential support and coordination to the design team, and interfaces with a full range of consultants to ensure our projects are delivered thoughtfully and efficiently.

PROJECT EXPERIENCE

NAPA VALLEY TRANSIT AUTHORITY BUS OPERATIONS & MAINTENANCE FACILITY, NAPA, CA

(Project Manager/Architect) // Will is working with NVTa to design a new, modern facility for their expanding fleet of transit vehicles to serve the Napa County region. The project includes master planning and full design services through construction administration.

GOLD COAST TRANSIT DISTRICT ZEB ROLLOUT PLAN AND ANALYSIS, OXNARD, CA

(Facilities/Architecture) // Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners (like VCTC), Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

SANTA BARBARA MTD BEB ANALYSIS AND PLANNING, SANTA BARBARA, CA

(Project Architect) // To develop a robust and comprehensive facilities master plan, MTD retained Stantec to develop a forward-thinking facilities master plan to futureproof the agency, particularly due to ZEB requirements from the State of California.

ANAHEIM TRANSPORTATION NETWORK ROUTE BY ROUTE POWER MODELING SERVICES, CA

Establishing power and charging requirements for a 100-battery electric bus operation that serves Disneyland and associated resort support areas.

CITY OF ELK GROVE ZERO EMISSION BUS FLEET TRANSITION PLAN, CA

Developed all encompassing ZEB rollout plan and establishing power and charging requirements for a 62-bus fleet.

GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN & ANALYSIS SERVICES, CA

Developed all-encompassing ZEB rollout plan for a fleet of 150 buses. Plan includes facilities review, routing review, power needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan.

EL DORADO COUNTY TRANSIT ZERO EMISSION BUS ROLLOUT PLAN, EL DORADO COUNTY, CA

Assisting the County of El Dorado create its ZEB Rollout Plan and strategy for transitioning its diverse body of bus transit services to zero-emission technologies.

RIVERSIDE TRANSIT AGENCY ZEB ANALYSIS AND ROLLOUT PLAN, RIVERSIDE, CA

Developed all-encompassing ZEB rollout plan for a fleet of 224 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan.

Will Todd, AIA

*Facilities/Architecture
Stantec*

**ORANGE COUNTY TRANSPORTATION AUTHORITY
ZEB ROLLOUT PLAN, ORANGE COUNTY, CA**

Developed all-encompassing ZEB rollout plan for a fleet of 550 buses. Plan includes facilities review, routing review, power requirements, optimal mix of BEB vs HFCEB, financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

**SANTA MONICA BIG BLUE BUS CHARGING
INFRASTRUCTURE PROJECT, SANTA MONICA, CA**

(ZEB Specialist) // Developed electric charging infrastructure strategy and recommending facility modifications for transition to 100% ZEB by 2030 for a fleet of 125 buses.

**SAMTRANS CHARGING INFRASTRUCTURE
PROJECT, SAN MATEO, CA**

Design of ZEB implementation at the North and South Bases including new charging infrastructure, PV system, and overhead charging dispensers. SamTrans is also considering hydrogen fueling at one of the Bases.

**SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY BUS OPERATIONS & MAINTENANCE
FACILITY, SAN LUIS OBISPO, CA**

(Project Manager) // Stantec is working with SLORTA to design a new facility to include 65-buses and future proofing facility for battery electric buses.

**FRESNO AREA EXPRESS TRANSIT FACILITY
ASSESSMENT, MASTER PLAN, AND FACILITY
MODIFICATIONS, FRESNO, CA**

(Project Architect) // Will is responsible for facility assessment, master planning, and design documentation for the recommended facility modifications.

TRIMET POWELL BUS GARAGE, PORTLAND, OR

(Project Architect) // Will provided design documentation services.

**LA METRO DIVISION 14 LIGHT RAIL MAINTENANCE
FACILITY, SANTA MONICA, CA**

(Project Architect/Construction Administration) // Will was responsible for design and construction documentation on this \$100M, 95,000 sf maintenance facility.

**LA METRO DIV. 13 BUS OPERATIONS &
MAINTENANCE FACILITY, LOS ANGELES, CA**

(Project Manager/Architect) // Will was integral in the success of this project. He started working on the project in the master planning stage, as project architect throughout the design phases and managed construction administration process for Stantec.

**LA METRO SUPPLEMENTAL ENGINEERING
SERVICES, LOS ANGELES, CA**

(Project Manager/Architect) // Tasks included: LA Metro Division 1 Master Plan & Facility Assessment; Division 1 Master Plan & Facility Assessment; Division 2 Master Plan; Divisions 2, 3, 9, & 18 Roof Assessment & Design Services; Division 1 Maintenance Annex Building; Division 9 Maintenance Annex Building; CMF Cafeteria Feasibility Study & Concept Design; Division 1 Maintenance & Transportation Buildings Interior Renovations.

**LA METRO DIVISION 1 RECONSTRUCTION
MASTER PLAN, LOS ANGELES, CA**

(Project Architect) // Will provided master planning and design documentation for this project.

LA METRO DIVISION 2 MASTER PLAN, LOS ANGELES, CA

(Project Architect) // Will provided master planning and design documentation for this project.

**FOOTHILL TRANSIT A/E ON-CALL
SERVICES, WEST COVINA, CA**

Project Manager/Architect // Tasks included: TO-1: New Fare Vault Canopy & Curb Modifications at Arcadia O&M Facility; TO-2: Fuel Island Fire Alarm Addition at Pomona O&M Facility; TO-3: Vehicle Lift Improvements at Pomona & Arcadia O&M Facilities; TO-4: Curb Modifications at Pomona Transit Center; TO-5: Interior and Exterior Improvements at Arcadia O&M Facility; TO-6: Accessibility Assessment & Improvements at Arcadia O&M Facility; TO-7: Transit Shelters adjacent to Foothill Transit Headquarters; TO-8: Generator Replacement at the Pomona O&M Facility; TO-9: HVAC & Roof Replacement at the Arcadia O&M Facility.

**GOLD COAST TRANSIT BUS OPERATIONS &
MAINTENANCE, FACILITY, OXNARD, CA**

Project Architect for this \$35M; 57,000 sf maintenance facility, operations building, bus fuel and wash facility project.



David Verbich, Ph.D.

Financial Analysis
Stantec

EDUCATION

PhD, Neuroscience, Master of Urban Planning, BSc, Physiology, McGill University

CERTIFICATIONS

Vehicle Innovation Center -- Electric Bus Essentials Training, New Flyer, Anniston, Alabama, 2019

Institute for Transit Operations Planning Las Vegas, Nevada, 2018

PUBLICATIONS/ PRESENTATIONS

Lead author. Bang for the buck: Toward a rapid assessment of urban public transit from multiple perspectives in North America, Transport Policy, 55, 2017.

Lead author. Public transit fare structure and social vulnerability in Montreal, Canada, Transportation Research Part A: Policy and Practice, 96, 2017.

YEARS EXPERIENCE

5 years with Stantec

7 years total

Dedicated to helping transit agencies grow ridership, David has brought Transit Advisory services to Southern California. David has specialized in strategic mobility projects, helping clients develop long-term plans for a sustainable future. Working with transit agencies on a variety of projects globally, his first-hand knowledge and analytical skills help clients address challenges relating to net zero buses, ridership, technology, facilities, and workforce training. Currently, he is leading the development of a visionary and actionable plan to improve mobility in the Antelope Valley, a community in Los Angeles County with troubling health indicators. David has a strong sense of social awareness. To provide fair and equitable mobility, David encourages agencies to fill service gaps by strengthening key corridors, designing alternative microtransit services, and addressing deficits in paratransit service. Useful and attractive transit gives freedom and opportunities to those with limited ability to access jobs, education, medical care, goods, and services. A key challenge he addresses is enticing car-lovers to use public transit and he is creating innovative messaging and outreach to grow ridership in a car-centric culture.

PROJECT EXPERIENCE

BEN FRANKLIN TRANSIT FLEET CONVERSION TO ZERO EMISSIONS STUDY, RICHLAND, WA

(Project Manager) // David is Project Manager working with BFT to provide analysis concerning BFT's conversion of its fixed-route bus fleet to zero-emission bus technologies. This analysis will identify, on a lifecycle basis, the economic costs, performance issues, risks, and recommended timeline associated with the transition to a zero-emission transit bus fleet. The results of this analysis will inform BFT decision-making in the areas of policy, procurement and technology.

GOLD COAST TRANSIT DISTRICT ZEB ROLLOUT PLAN AND ANALYSIS, OXNARD, CA

(Operations Lead and Project Manager) // Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners (like VCTC), Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

SANTA BARBARA MTD FACILITIES MASTER PLAN AND ZEB ANALYSIS, SANTA BARBARA, CA

(Operations Lead and Project Manager for ZEB Analysis) // working with SBMTD to develop a facilities master plan. We are reviewing each property to identify facility needs including what considerations will be given to electric utilities in the preparation for Zero-Emission bus transition.

EL DORADO COUNTY TRANSIT ZERO EMISSION BUS ROLLOUT PLAN, EL DORADO COUNTY, CA

(Project Manager) // Assisted the County of El Dorado create its ZEB Rollout Plan and strategy for transitioning its diverse body of bus transit services to zero-emission technologies.

ANAHEIM TRANSPORTATION NETWORK ROUTE BY ROUTE POWER MODELING SERVICES, CA

(ZEB Specialist) // Established power and charging requirements for a 100-battery electric bus operation that serves Disneyland and associated resort support areas.

CITY OF ELK GROVE ZERO EMISSION BUS FLEET TRANSITION PLAN, CA

(Deputy Project Manager) // Developed all encompassing ZEB rollout plan and establishing power and charging requirements for a 62-bus fleet.

GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN & ANALYSIS SERVICES, CA

(Deputy Project Manager) // Developed all-encompassing ZEB rollout plan for a fleet of 150 buses.

David Verbich, Ph.D.

Financial Analysis
Stantec

**RIVERSIDE TRANSIT AGENCY ZEB ANALYSIS
AND ROLLOUT PLAN, RIVERSIDE, CA**

(Deputy Project Manager) // Developed all-encompassing ZEB rollout plan for a fleet of 224 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan.

**ORANGE COUNTY TRANSPORTATION AUTHORITY
ZEB ROLLOUT PLAN, ORANGE COUNTY, CA**

(Deputy Project Manager) // Developed all-encompassing ZEB rollout plan for a fleet of 550 buses. Plan includes facilities review, routing review, power requirements, optimal mix of BEB vs HFCEB, financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

**SANTA MONICA BIG BLUE BUS CHARGING
INFRASTRUCTURE PROJECT, SANTA MONICA, CA**

(Operations Specialist) // Developed electric charging infrastructure strategy and recommending facility modifications for transition to 100% ZEB by 2030 for a fleet of 125 buses.

**CALAVERAS COUNTY ZEB ANALYSIS,
CALAVERAS COUNTY, CA**

(Project Manager) // Developing a ZEB analysis and rollout plan for Calaveras County Transit (Calaveras Connect). David is serving as project manager and subject matter expert for transit operations and planning.

CIB ZEB INITIATIVE AND BUSINESS CASE, TORONTO, ON

(Project Manager) // Stantec was retained by the Canada Infrastructure Bank (CIB) as technical advisors to provide support services as part of the CIB's ZEB financing initiative. The CIB is looking to provide flexible financing options to various ZEB actors to accelerate ZEB adoption within the public transit and school transportation industries in Canada. David led a review of bus technologies, economic considerations, investment scenarios, and supported marketing sounding meetings, and developed program structuring recommendations.

CARTA ELECTRIC BUS MASTER PLAN, CHARLESTON, SC

(Deputy Project Manager) // Stantec is developing an electric bus strategy together with an operating plan for the realignment of bus routes at a new future bus terminal in Charleston. David is serving as a task lead and providing his expertise in infrastructure and transit planning to ensure the successful deployment of 20 BEBs which will be arriving in fall 2021 made up of Proterra and New Flyer buses.

BCAG/BRT ZEB ROLLOUT PLAN, BUTTE COUNTY, CA

(Project Manager) // leading the design and site planning for the adoption of ZEBs as part of BCAG's ZEB rollout plan

**ANN ARBOR AREA TRANSIT BUS
PROPULSION STUDY, ANN ARBOR, MI**

(Project Manager) // Serving as Project Manager for this bus propulsion study. Impartial review of bus propulsion technologies to provide AAATA an assessment of the state of maturity of ZEB technologies and what it could take to transition AAATA's current fossil fuel bus fleet to a ZEB fleet.

**GOLDEN EMPIRE TRANSIT DISTRICT (GET BUS) -
CUSTOMER AND COMMUNITY SATISFACTION
SURVEYING, BAKERSFIELD, CA**

(Transit Advisory Specialist) // assignment to undertake customer and community satisfaction surveying on both conventional and paratransit with the goal of improving ridership and cost-recovery for the agency. Scope of work also includes public outreach with elected officials and community leaders.



Amanda McDaniel, MPL

Route & Energy Modeling | Stantec

EDUCATION

Master of Arts, Urban Planning
(Concentration: Transportation
Planning & Sustainable Land Use
Planning), University of Southern
California, Los Angeles, California

Bachelor of Arts, Geography
(Concentration: Urban Geography,
Cultural Geography, Human-
Environment Interactions, and GIS,
University of North Texas, Denton,
Texas

MEMBERSHIPS/ ASSOCIATIONS

Women in Transportation (WTS),
Los Angeles Chapter

Young Professionals in
Transportation, Los Angeles Chapter,
Deputy Chair

American Planning Association,
AICP Candidate Program, California

YEARS EXPERIENCE

3 years with Stantec

3 years total

Amanda brings a diverse background—ranging from spatial analysis, nonprofit work, and land use planning—to provide a truly comprehensive viewpoint to transit analysis and consulting. A recent graduate of USC's Master of Urban Planning program, Amanda has had the opportunity to analyze transit and urban mobility projects in both professional and academic settings. During her graduate studies, Amanda spent time working with the Los Angeles County Metropolitan Transportation Authority (LA Metro), where she gained firsthand experience in both transit asset management planning and mobility corridors planning, assisting with feasibility studies and environmental reviews for future transit lines in Los Angeles County. Amanda brings her public-sector experience to her current role to respond to the needs of clients on a range of transit, transportation, and urban mobility projects, focusing on community and responding to the unique needs and contexts of each community she provides services to.

PROJECT EXPERIENCE

BEN FRANKLIN TRANSIT FLEET CONVERSION TO ZERO EMISSIONS STUDY, RICHLAND, WA

(Transit Service Planning + Operations) // Provide analysis concerning BFT's conversion of its fixed-route bus fleet to zero-emission bus technologies. This analysis will identify, on a lifecycle basis, the economic costs, performance issues, risks, and recommended timeline associated with the transition to a zero-emission transit bus fleet. The results of this analysis will inform BFT decision-making in the areas of policy, procurement and technology.

GOLD COAST TRANSIT DISTRICT ZEB ROLLOUT PLAN AND ANALYSIS, OXNARD, CA

(Transit Service Planning + Operations) // Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners (like VCTC), Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

SANTA BARBARA MTD FACILITIES MASTER PLAN, SANTA BARBARA, CA

To develop a robust and comprehensive facilities master plan, MTD retained Stantec to develop a forward-thinking facilities master plan to future-proof the agency, particularly due to ZEB requirements from the State of California.

CITY OF ELK GROVE ZERO EMISSION BUS FLEET TRANSITION PLAN, CA

Developed all encompassing ZEB rollout plan and establishing power and charging requirements for a 62-bus fleet.

GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN & ANALYSIS SERVICES, CA

Developed all-encompassing ZEB rollout plan for a fleet of 150 buses. Plan includes facilities review, routing review, power needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan.

EL DORADO COUNTY TRANSIT ZERO EMISSION BUS ROLLOUT PLAN, EL DORADO COUNTY, CA

Assisting the County of El Dorado create its ZEB Rollout Plan and strategy for transitioning its diverse body of bus transit services to zero-emission technologies.

SANTA MONICA BIG BLUE BUS CHARGING INFRASTRUCTURE PROJECT, SANTA MONICA, CA

Developed electric charging infrastructure strategy and recommending facility modifications for transition to 100% ZEB by 2030 for a fleet of 125 buses.

Amanda McDaniel, MPL

Route & Energy Modeling | Stantec

ORANGE COUNTY TRANSPORTATION AUTHORITY ZEB ROLLOUT PLAN, ORANGE COUNTY, CA

Developed all-encompassing ZEB rollout plan for a fleet of 550 buses. Plan includes facilities review, routing review, power requirements, optimal mix of BEB vs HFCEB, financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

RIVERSIDE TRANSIT AGENCY ZEB ANALYSIS AND ROLLOUT PLAN, RIVERSIDE, CA

Developed all-encompassing ZEB rollout plan for a fleet of 224 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan.

WINNIPEG TRANSIT MASTER PLAN, WINNIPEG, MANITOBA

The city of Winnipeg is in the process of a system-wide redesign to better fit its transit services with the dynamic and growing Winnipeg population. To help ensure that these transit services are serving the Winnipeg community in the best way possible, Amanda is assisting on multiple tasks including a comprehensive route-by-route review of existing conditions and developing and assessing concepts for new route and transit corridor development.

GET CUSTOMER AND COMMUNITY SATISFACTION SURVEYING, BAKERSFIELD, CA

(Transit Service Planning + Operations) This project involved customer and community satisfaction surveying on both conventional and paratransit services with the goal of improving ridership and cost-recovery for the agency. The scope of work also included public outreach with elected officials and community leaders. Amanda assisted with surveyor training in-field supervisor of surveyors, and supervision of data entry. Amanda led tasks including peer-agency review and analysis of data for both fixed-route and dial-a-ride paratransit service.

ANAHEIM TRANSPORTATION NETWORK ROUTE BY ROUTE POWER MODELING SERVICES, CA

(Transit Service Planning + Operations) Establishing power and charging requirements for a 100-battery electric bus operation that serves Disneyland and associated resort support areas.

CALAVERAS COUNTY ZEB ANALYSIS, CALAVERAS COUNTY, CA

(Transit Service Planning + Operations) // Developing a ZEB analysis and rollout plan for Calaveras County Transit (Calaveras Connect). David is serving as project manager and subject matter expert for transit operations and planning.

CARTA ELECTRIC BUS MASTER PLAN, CHARLESTON, SC

(Transit Service Planning + Operations) // Stantec is developing an electric bus strategy together with an operating plan for the realignment of bus routes at a new future bus terminal in Charleston. David is serving as a task lead and providing his expertise in infrastructure and transit planning to ensure the successful deployment of 20 BEBs which will be arriving in fall 2021 made up of Proterra and New Flyer buses.

BCAG/BRT ZEB ROLLOUT PLAN, BUTTE COUNTY, CA

(Transit Service Planning + Operations) // leading the design and site planning for the adoption of ZEBs as part of BCAG's ZEB rollout plan

ANN ARBOR AREA TRANSIT BUS PROPULSION STUDY, ANN ARBOR, MI

(Transit Service Planning + Operations) // Impartial review of bus propulsion technologies to provide AAATA an assessment of the state of maturity of ZEB technologies and what it could take to transition AAATA's current fossil fuel bus fleet to a ZEB fleet.

GRIFFITH PARK AERIAL TRANSIT SYSTEM FEASIBILITY STUDY, LOS ANGELES, CA

To help provide additional transportation options and reduce congestion in and around the popular tourist destination of Griffith Park in Los Angeles, Stantec was retained by the Los Angeles Department of Recreation and Parks to complete an Aerial Transit System feasibility study. Amanda brought her detail-oriented analysis skills to assist in developing ridership projections for the proposed system.

TRANSPORTATION CONSULTING SERVICES, IRVINE, CALIFORNIA

Stantec is developing a transportation transition plan for participants in Easterseals' adult day program, which involves a review of current operations and processes related to transportation, developing a travel training framework, and prioritizing travel options based on customer profiles and needs.

OCTA OC ACCESS FLEET MIX STUDY, ORANGE COUNTY, CA

The ADA paratransit program for OCTA, retained Stantec to conduct a study to inform a more efficient and effective paratransit fleet mix that results in lower costs to the agency, 'right-sizes' the fleet and provides necessary accommodations based on agency customer data, provides a level of service for its customers on par or above what is being provided today, leverages advancements in technology and service delivery. Amanda is contributing on multiple tasks, including being the lead analyst for the agency existing conditions analysis and lead analyst for the peer agency review, including dissemination and analysis of an online peer survey and follow-up interviews to understand best and emerging practices in paratransit service delivery.



Ian Lowell, MPL

Transit Analyst | Stantec

EDUCATION

BSc, Planning Public Policy and Management, University of Oregon

YEARS EXPERIENCE

1 years with Stantec

3 years total

Ian values sustainable transportation solutions of all sized communities. His background in active transportation pairs with transit planning for multimodal network solutions. In addition to expanding capture of bicycle and pedestrian data, Ian's work with Park City Municipal engaged community members in active transportation. He brings a passion for community, natural spaces, and culturally conscience placemaking within the built environment.

Experience with electrified buses and bike share, Ian brings a holistic approach to zero-emission transportation with the goal of appropriate fit transition to meet community needs. The belief that every community-regardless of demographics or size- deserve sustainable means of transportation guides his work.

PROJECT EXPERIENCE

SACRAMENTO COUNTY SHORT RANGE TRANSIT AND ZERO EMISSION BUS PLAN, SACRAMENTO, CA

Stantec is developing both a short-range transit plan and CARB-compliant ZEB plan for Sacramento County DOT. This project will develop new service concepts that will influence and inform ZEB feasibility and vice versa. Ian is an analyst focused on ridership data and community engagement.

SANTA BARBARA MTD SHORT-RANGE TRANSIT PLAN, SANTA BARBARA, CA

Based on Stantec's successful relationship with MTD, Stantec was retained to develop a 5-year short-range transit plan. Ian provides analysis and development support of a service plan and capital plan to help MTD recover from the COVID-19-induced loss in ridership. Key focuses include designing a frequent bus network, GTFS analysis and developing a microtransit concepts.

BEACH CITIES TRANSIT (BCT) TRANSIT SERVICES STUDY, REDONDO BEACH, CA

Preparing the South Bay for CARB-compliance, Stantec is planning with Beach Cities Transit for their transition to Zero Emission. Ian brings experience within the community to analyzing a right fit, community-oriented plan.

CHARLESTON AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA) ZERO EMISSION BUS MASTER PLAN, CHARLESTON, SC

Stantec is developing a comprehensive roadmap for CARTA's transition to a future 100% zero-emissions bus fleet. Ian is performing analysis of the current market and mobility conditions, visioning, and supporting other tasks including policy and land use analyses, and stakeholder outreach, among others.

BEN FRANKLIN TRANSIT (BFT) ANALYSIS OF FLEET CONVERSION TO ZERO EMISSION, RICHMOND, WA

Stantec is contracted with Ben Franklin Transit Agency to develop its ZEB Rollout Plan and analyze the unique challenges of transit in Benton and Franklin Counties. Supporting the analysis of a BEB implementation plan for spread out transit service through fleet modeling and policy analysis.

CENTER AREA TRANSPORTATION AUTHORITY (CATA) SYSTEM REIMAGINE STUDY / TRANSPORTATION DEVELOPMENT PLAN, STATE COLLEGE, PA

Reimagining the CATA system, Stantec will provide a roadmap for the future of transit in the Centre County region. Ian provides analysis support of the existing network and ridership across transit services to prepare CATA for post-COVID recovery.



Tony Zavanelli, PE

Power, Charging Systems Stantec

EDUCATION

Master of Science, Mechanical Engineering, University of California Berkeley

Bachelor of Science, Mechanical Engineering, University of California Berkeley

REGISTRATIONS

Professional Engineer #M24645
State of California

Association of Energy Engineers
Green Building Engineer, AEE
State of California

Association of Energy Engineers
Certified Energy Manager, AEE
State of California

MEMBERSHIPS/ ASSOCIATIONS

Association of Energy Engineers

American Society of Mechanical Engineers

YEARS EXPERIENCE

28 years with Stantec

40 years total

As part of our Power group, Tony is currently responsible for client development, proposal preparation, direct project management, and technical work. He has over 30 years of engineering and project management experience in the fields of cogeneration, solar energy, alternative energy, energy conservation, demand side management, and HVAC. An experienced engineering consultant for a wide variety of clients, Tony has worked on everything from nuclear power plants to biomass buildings and natural gas power stations. For the past 20 years he has focused on smaller scale cogeneration power systems and demand side management projects.

PROJECT EXPERIENCE

GOLD COAST TRANSIT DISTRICT ZEB ROLLOUT PLAN AND ANALYSIS, OXNARD, CA

(Power, Charging Systems) // Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners, Port Hueneme, and personal vehicles.

ANAHEIM TRANSPORTATION NETWORK ROUTE BY ROUTE POWER MODELING SERVICES, CA

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CITY OF ELK GROVE ZERO EMISSION BUS FLEET TRANSITION PLAN, CA

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GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN & ANALYSIS SERVICES, CA

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EL DORADO COUNTY TRANSIT ZERO EMISSION BUS ROLLOUT PLAN, EL DORADO COUNTY, CA

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RIVERSIDE TRANSIT AGENCY ZEB ANALYSIS AND ROLLOUT PLAN, RIVERSIDE, CA

Developed all-encompassing ZEB rollout plan for a fleet of 224 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan.

ORANGE COUNTY TRANSPORTATION AUTHORITY ZEB ROLLOUT PLAN, ORANGE COUNTY, CA

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SANTA MONICA BIG BLUE BUS CHARGING INFRASTRUCTURE PROJECT, SANTA MONICA, CA

Developed electric charging infrastructure strategy and recommending facility modifications for transition to 100% ZEB by 2030 for a fleet of 125 buses.

SAMTRANS CHARGING INFRASTRUCTURE PROJECT, SAN MATEO, CA

Design of ZEB implementation at the North and South Bases including new charging infrastructure, PV system, and overhead charging dispensers. SamTrans is also considering hydrogen fueling at one of the Bases.



Reb Guthrie

*Charging/Fueling Systems
Stantec*

EDUCATION

Bachelor of Science, Economics,
Arizona State University, College of
Business

CERTIFICATIONS

Earned certification from the NGV
Institute (Las Vegas) for advanced
techniques in theory, design and
development of CNG infrastructure

YEARS EXPERIENCE

1 year with Stantec

35 years total

With nearly 30 years' experience in fleet-fueling design, Reb's worked on the assessment, specification development, and design of over 170 compressed natural gas (CNG) fueling facilities and over 50 petroleum fueling stations for more than 125 municipalities, transit agencies, counties, and school districts throughout the United States. Recently, Reb's leveraged his years of experience to pivot to the design of zero emission fueling infrastructures—he's worked on more than 30 hydrogen fueling and bus and heavy-duty electric charging projects, as well as Zero-Emission Bus (ZEB) Transition Plans. Focusing on innovation, client service, and excellence, Reb has a long track record of delivering effective solutions throughout the United States, allowing us to expand our transit capabilities.

Relevant Project Experience

INTERCITY TRANSIT PATTISON BUS OPERATIONS AND MAINTENANCE FACILITY, OLYMPIA, WA

Currently under construction, the facility includes a 3-story administration and operations building, a 1-story fuel, wash, facilities building, and remodel of the existing maintenance building on 12.2 acres. The design accommodates a fleet expansion of fixed-route and paratransit vehicles from 115 vehicles to 190 vehicles. The design team allocated portions of the site for future technologies for electrical charging and/or hydrogen fueling.

GOLD COAST TRANSIT DISTRICT ZEB ROLLOUT PLAN AND ANALYSIS, OXNARD, CA

(Fueling Systems) // Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners, Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

CITY OF ELK GROVE ZERO EMISSION BUS FLEET TRANSITION PLAN, CA

Developed all encompassing ZEB rollout plan and establishing power and charging requirements for a 62-bus fleet.

GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN & ANALYSIS SERVICES, CA

Developed all-encompassing ZEB rollout plan for a fleet of 150 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

RIVERSIDE TRANSIT AGENCY ZEB ANALYSIS AND ROLLOUT PLAN, CA

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ORANGE COUNTY TRANSPORTATION AUTHORITY ZEB ROLLOUT PLAN, CA

Developed all-encompassing ZEB rollout plan for a fleet of 550 buses. Plan includes facilities review, routing review, developed power requirements, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

SANTA MONICA BIG BLUE BUS CHARGING INFRASTRUCTURE PROJECT, SANTA MONICA, CA

Developed electric charging infrastructure strategy and recommending facility modifications for transition to 100% ZEB by 2030 for a fleet of 125 buses.

Reb Guthrie

Charging/Fueling Systems *Stantec*

LA METRO ZEB MASTER PLAN, LOS ANGELES, CA

Technical and design consulting for Zero-Emission Bus (ZEB) master plan project at 12 total bus-maintenance facilities for Los Angeles County Metro. Responsibilities include developed infrastructure-assessment report, developed strategy for future de-commissioning existing CNG-fueling infrastructure at 11 depots, identifying emerging and evolving BEB-charging standards, researching emerging charging technologies, coordinating product data with charger manufacturers, researching and evaluating typical and maximum kW charging rates on battery-electric buses, and developed installation details for in-depot charging systems.

METRO TRANSIT HEYWOOD 2 BUS OPERATIONS & MAINTENANCE FACILITY, MINNEAPOLIS, MN

Technical and design consulting for battery electric bus (BEB) charging infrastructure for Minneapolis Transit – Minneapolis Bus Garage project. Responsibilities include developed preliminary calculations for charging energy and demand for planned fleet of 96 BEBs, identifying emerging and evolving charging standards, researching emerging charging technologies, coordinating product data with charger manufacturers, researching and evaluating typical and maximum kW charging rates on battery-electric buses, and developed installation details for in-depot charging systems.

TRIMET POWELL GARAGE BUS OPERATIONS & MAINTENANCE FACILITY, PORTLAND, OR

Support the assessment of electric bus-charging loads and charger-dispenser configuration for new 180-bus depot for TriMet Columbia Base project in Portland. Work includes analyzing fuel/energy requirements and associated charger-power requirements. Project also includes cost analysis for new renewable CNG (RCNG) fueling facility with capacity to fuel fleet, if BEB is not implemented.

SAN LUIS OBISPO RTA BUS OPERATIONS & MAINTENANCE FACILITY, SAN LUIS OBISPO, CA

Technical and design consulting for future deployment of BEBs at San Luis Obispo RTA. Responsibilities include preliminary modeling of electrical energy and demand needed for existing and planned bus fleet, sizing of suitable BEB-charger infrastructure, coordinating power needs with project-team electrical engineer, estimating costs for electric charging infrastructure, and preparing project-design report.

RTA CNG PROJECT, RIVERSIDE, CA

Design consulting for CNG-fueling upgrades for Riverside Transit Agency. Scope includes adding new backup 500HP CNG-compressor skid for system redundancy, including motor-starter, suction-piping upgrade, and PLC-controls modifications as needed to accommodate new equipment.

RTA CNG PROJECT, RIVERSIDE, CA

Design consulting for CNG-fueling upgrades for Riverside Transit Agency. Scope included comprehensive replacement and upgrade of PLC-system controls for two existing 400HP CNG skids at Hemet facility and two 500HP CNG skids at Riverside facility. Design included modern Allen Bradley 'Point I/O' architecture, data gathering & trend analysis, automatic callout / email notice upon system fault, HMI replacement and program-software backup.

SANTA MONICA BIG BLUE BUS FUEL/WASH FACILITY UPGRADES, SANTA MONICA, CA

Design consulting for LCNG-fueling upgrades for Santa Monica Big Blue Bus. Scope includes leading technical design for adding two backup 1500-SCFM LCNG pumps, parallel priority-buffer panel, major PLC controls upgrade, and upgrade to public-access dispenser to accommodate emergency CNG-bus fueling as needed.

GENERAL MOTORS FUELING FACILITY, BURBANK, CA

Design consulting for hydrogen fueling facility for General Motors. Scope included design of hydrogen (H2) vehicle-fueling facility to serve a fleet of 100 hydrogen-electric fuel cell GM Equinox SUVs. The design featured supply connections for two swappable gaseoushydrogen 'tube trailers', and hybrid dispensing for 5,000 psi (350 bar) and 10,000 psi (700 bar) dispensing.

GOLD COAST TRANSIT BUS OPERATIONS & MAINTENANCE, FACILITY, OXNARD, CA

Design documentation for this \$35M; 57,000 sf maintenance facility, operations building, bus fuel and wash facility project.



Faye Farhamand, PE

*Charging/Fueling Systems
Stantec*

EDUCATION

Bachelor of Science, Mechanical Engineering, Sharif University of Technology

REGISTRATIONS

Electrical Engineer #23695,
State of California

Mechanical Engineer #23695,
State of California

YEARS EXPERIENCE

1 year with Stantec

27 years total

Ms. Farhamand is responsible for the Engineering work for Stantec's design and consulting projects related to vehicle-fueling infrastructure. Her broad experience in both conventional (HVAC and plumbing) and fuel-focused projects brings innovative yet careful design work to our clients' projects, including extensive experience designing petroleum- and CNG-fueling stations, and developing design concepts for hydrogen fueling systems.

Relevant Project Experience

INTERCITY TRANSIT PATTISON BUS OPERATIONS AND MAINTENANCE FACILITY, OLYMPIA, WA

Currently under construction, the facility includes a 3-story administration and operations building, a 1-story fuel, wash, facilities building, and remodel of the existing maintenance building on 12.2 acres. The design accommodates a fleet expansion of fixed-route and paratransit vehicles from 115 vehicles to 190 vehicles. The design team allocated portions of the site for future technologies for electrical charging and/or hydrogen fueling.

GOLD COAST TRANSIT DISTRICT ZEB ROLLOUT PLAN AND ANALYSIS, OXNARD, CA

Our team is currently exploring potential hydrogen solutions and infrastructure and designs that will not only meet GCTD's needs, but potentially also serve regional transit partners (like VCTC), Port Hueneme, and personal vehicles. Exploring these approaches could help reduce costs by recouping investments through user fees and other funds.

CITY OF ELK GROVE ZERO EMISSION BUS FLEET TRANSITION PLAN, CA

Developing all encompassing ZEB rollout plan and establishing power and charging requirements for a 62-bus fleet.

GOLDEN GATE TRANSIT ZEB ROLLOUT PLAN & ANALYSIS SERVICES, CA

Developing all-encompassing ZEB rollout plan for a fleet of 150 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

RIVERSIDE TRANSIT AGENCY ZEB ANALYSIS AND ROLLOUT PLAN, CA

Developing all-encompassing ZEB rollout plan for a fleet of 224 buses. Plan includes facilities requirements review, routing review, establishing power requirement needs, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

ORANGE COUNTY TRANSPORTATION AUTHORITY ZEB ROLLOUT PLAN, CA

Developing all-encompassing ZEB rollout plan for a fleet of 550 buses. Plan includes facilities review, routing review, developing power requirements, determining the optimal mix of battery electric versus hydrogen fuel cell electric buses, undertaking financial analysis and providing an implementation plan that transitions the agency to full ZEB by 2030.

LA METRO ZEB MASTER PLAN, LOS ANGELES, CA

Technical and design consulting for Zero-Emission Bus (ZEB) master plan project at 12 total bus-maintenance facilities for Los Angeles County Metro. Responsibilities include developing infrastructure-assessment report, developing strategy for future de-commissioning existing CNG-fueling infrastructure at 11 depots, identifying emerging and evolving BEB-charging standards, researching emerging charging technologies, coordinating product data with charger manufacturers, researching and evaluating typical and maximum kW charging rates on battery-electric buses, and developing installation details for in-depot charging systems.

Faye Farahmand, PE

Charging/Fueling Systems
Stantec

**SAMTRANS CHARGING INFRASTRUCTURE
PROJECT, SAN MATEO, CA**

Design of ZEB implementation at the North and South Bases including new charging infrastructure, PV system, and overhead charging dispensers. SamTrans is also considering hydrogen fueling at one of the Bases.

**SAN LUIS OBISPO RTA BUS OPERATIONS &
MAINTENANCE FACILITY, SAN LUIS OBISPO, CA**

Technical and design consulting for future deployment of BEBs at San Luis Obispo RTA. Responsibilities include preliminary modeling of electrical energy and demand needed for existing and planned bus fleet, sizing of suitable BEB-charger infrastructure, coordinating power needs with project-team.

**SANTA MONICA BIG BLUE BUS CHARGING
INFRASTRUCTURE PROJECT, SANTA MONICA, CA**

Developing electric charging infrastructure strategy and recommending facility modifications for transition to 100% ZEB by 2030 for a fleet of 125 buses.

**METRO TRANSIT HEYWOOD 2 BUS OPERATIONS &
MAINTENANCE FACILITY, MINNEAPOLIS, MN**

Technical and design consulting for battery electric bus (BEB) charging infrastructure for Minneapolis Transit – Minneapolis Bus Garage project. Responsibilities include developed preliminary calculations for charging energy and demand for planned fleet of 96 BEBs, identifying emerging and evolving charging standards, researching emerging charging technologies, coordinating product data with charger manufacturers, researching and evaluating typical and maximum kW charging rates on battery-electric buses, and developed installation details for in-depot charging systems.

**TRIMET POWELL GARAGE BUS OPERATIONS &
MAINTENANCE FACILITY, PORTLAND, OR**

Support the assessment of electric bus-charging loads and charger-dispenser configuration for new 180-bus depot for TriMet Columbia Base project in Portland. Work includes analyzing fuel/energy requirements and associated charger-power requirements. Project also includes cost analysis for new renewable CNG (RCNG) fueling facility with capacity to fuel fleet, if BEB is not implemented.

Cost Proposal



Cost Proposal

Due to confidentiality requirements, the Cost Proposal is submitted as a separate attachment.



Exhibit B



RTP NO. 03

CARB Zero-Emission Bus Rollout Plan

SEPTEMBER 30, 2022

COST PROPOSAL



Firm: Stantec

Prepared by: Analy Castillo, PM

Date: 9/29/2022

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NVTA - Proposed Hourly Billing Rates

	Project Manager	QA/QC	ZEB Specialist	Contract Manager	Modeling	Transit Services	Engineering	Engineering	Engineering	Architect
Design Team Members	Castillo, Analy	Bailey-Campbell, Pamela	Verbich, David	Engelmann, Martin	McDaniel, Amanda	Lowell, Ian	Zavanelli, Tony	Guthrie, Reb	Farahmand, Faye	Todd, Will
Project Billing Rate	\$207.00	\$259.00	\$207.00	\$248.00	\$204.00	\$136.00	\$248.00	\$237.00	\$207.00	\$187.00
Total Units	58.00	9.00	17.00	21.00	72.00	77.00	8.00	5.00	2.00	13.00

Project Summary	Hours	Labor	Expense	Subs	Total
Time & Material	282.00	\$54,238.00	\$770.00	\$0.00	\$55,008.00

NOTE: The billing rates shown here reflect standard hourly rates in effect at the time of this submittal. Due to a number of factors, the staffing and rates shown may be different from what was provided in our Submittal of Qualifications (July 24, 2020). We are open to reconciling the rates as necessary to conform with NVTA requirements.





NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Alberto Esqueda, Senior Program Planner
(707) 259-5976 / Email: aesqueda@nvta.ca.gov
SUBJECT: Imola Park and Ride Electrification

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to enter into agreements and make minor modifications as necessary with contractor(s) to complete the electrification and vehicle charging infrastructure at the Imola Park and Ride for an amount not to exceed \$410,500. Contractors will include, but may not be limited to, Bear Electrical Solutions and Pacific Gas and Electric (PG&E).

COMMITTEE RECOMMENDATION

None

BACKGROUND

The current infrastructure at the Park and Ride will not support EV chargers. The facility needs to be upgraded to accommodate the 6 planned EV stations and infrastructure for 14 future charging stations. The electrification of the Park and Ride is being considered as a separate project from the construction that is currently being completed. NVTA is proposing to install six electric vehicle-charging stations now, which will accommodate 11 vehicles in addition to the infrastructure for future charging stations.

On July 20, 2022, the Board authorized expending \$170,000 for the electrification of the Imola Park and Ride based on costs provided by the engineering consultant team. NVTA subsequently solicited quotes for the work from five electrical contractors and received two responses. Bear Electric Solutions provided the lowest bid of \$274,500. Including other costs associated with the construction contract, utility agreements, equipment

procurement, and a \$39,000 contingency, the total project cost is now estimated to be \$410,500, exceeding the original amount authorized by the Board by \$240,500.

Several issues attributed to this sharp increase such as costs and price increases associated with the supply chain challenges, labor availability, and the timing of the bid release so near the end of the current construction season. The low bid contractor also indicated a specific electrical component, the switchgear, contributed to increased costs in their bid. The switchgear equipment cost increase is not isolated to this project as other agencies in the region have had similar cost increases. NVTa also had a similar cost increase due to the switchgear costs at the Vine Bus Maintenance Facility project.

Table 2. Park & Ride Electrification Costs:

Item Description	Category	Amount
PG&E Engineering Design	Design	\$2,500
Construction and installation	Labor & Materials	\$274,500
6 ChargePoint 4000CT EVCS	Materials	\$66,000
PG&E Infrastructure Upgrade	Construction	\$28,500
Sub Total		\$336,000
Contingency		\$39,000
Total		\$410,500

ALTERNATIVES

The Board could deny the request and the agency could pursue EV charging/electrification in the future. It would result in increased costs and losing TFCA funds. Not providing EV infrastructure would run counter to the agency's goal to minimize the energy and other resources required to move people and goods.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Providing EV charging stations encourages that transition to cleaner fuel vehicles.

ATTACHMENT(S)

- (1) Work Authorization No. 22-C31 Bear Electrical Solutions
- (2) Bear Electrical Solutions Quote
- (3) McDonell Electric Inc. Quote



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Imola Park and Ride Electrification

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee to enter into agreements and make minor modifications as necessary with contractor(s) to complete the electrification and vehicle charging infrastructure at the Imola Park and Ride for an amount not to exceed \$410,500. Contractors will include, but may not be limited to, Bear Electrical Solutions and Pacific Gas and Electric (PG&E).

EXECUTIVE SUMMARY

Staff is requesting the Board authorize an additional \$240,500 beyond what was authorized at the July meeting to complete the electrification of the Imola Park and Ride project. The total project cost is \$410,500, which includes a contingency of \$39,000.

On July 20, 2022, the Board authorized expending \$170,000 to perform electrification upgrades of Imola Park and Ride. Since that meeting, staff sought competitive quotes from electrical contractors to perform the proposed electrification work and the quotes came in significantly higher than the engineer's cost estimate. Staff is requesting the board authorize an additional \$240,500, for a total not to exceed amount of \$410,500. The requested amount will fund contract costs to extend PG&E power to the project site and provide AT&T service, which is necessary for electric vehicle charging station communication. To fund the shortfall, staff is proposing to use cost savings from two projects and defer two other budgeted projects.

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The total cost for electrification of \$410,500, \$240,500 has not yet been budgeted. Staff is recommending using cost savings from two projects and deferring two other budgeted projects to future years. Transportation Development Act (TDA) funds to cover the project shortfall. The balance of funding will come from existing project funding and a \$20,000 Transportation Fund for Clean Air (TFCA) grant.

CONSTRUCTION AGREEMENT NVTA No. 22-C31

THIS AGREEMENT, dated for identification as of _____, 2022, is between the **NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)**, a California joint powers authority, (hereinafter called "NVTA" or "Agency"), and Bear Electrical Solutions, Inc., (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

1. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents.

B. The Contract Documents shall include the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates, affidavits and other documentation), this Agreement, Performance Bond, Labor and Materials Bond, Maintenance Bond, General Conditions, any Supplementary General Conditions, Special Provisions, Specifications, Drawings, all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents. The General Conditions shall mean and refer to the current General Conditions of NVTA which are incorporated herein by this reference as if set forth herein.

C. This Agreement, and the Contract Documents, includes the exhibits to this Agreement, including Exhibit A Insurance, and Exhibit B Required Federal-Aid Contract Language (For Local Assistance Construction Projects) (Includes Form FHWA-1273 from Bid Documents), and Exhibit C Minimum Wage Rates (Federal and State Prevailing Wage Rates from Bid Documents.)

2. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail. Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

3. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of NVTA, all the work called for, and in the manner designated in, and in strict conformity with the Project entitled:

Project Name : NVTA – Imola Ave and SR-29
Project No. : 2022-C31
Federal Project No. : N/A

4. CONTRACT AMOUNT AND PAYMENTS

NVTA agrees to pay and Contractor agrees to accept, in full payment for the above work, **TWO HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$274,500)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

5. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Conditions.

6. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, NVTA is authorized to charge any sum of money against Contractor, NVTA may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from NVTA. If, on completion or termination of the Contract, sums due contractor are insufficient to pay NVTA's charges against Contractor, NVTA shall have the right to recover the balance from Contractor or his sureties.

7. TIME OF COMPLETION

A. The entire work shall be completed to the satisfaction of NVTA within thirty (30) working days, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the entire work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

8. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Conditions, including, but not limited to, Exhibit A, attached hereto and incorporated herein by reference.

9. NO WAIVER OF REMEDIES

A. Neither the inspection by NVTA or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by NVTA, nor any extensions of time, nor any position taken by NVTA or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to NVTA or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and NVTA shall have any and all equitable and legal remedies which it would in any case have.

10. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which NVTA would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and, it is impracticable and extremely difficult to fix the actual damages. Damages which NVTA would suffer in the event of delay include loss of the use of the project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the County of Napa by reasons of the delay in the completion of the project to serve the public at the earliest possible time.

B. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

11. LIQUIDATED DAMAGES

- A. The amount of the liquidated damages to be paid by Contractor to NVTA for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be **THREE HUNDRED DOLLARS(\$300)** for each **Calendar Day**, continuing to the time at which the work is completed.
- B. Such amount is the actual cash value agreed upon as the loss to NVTA resulting from Contractor's delay.

12. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

- A. In addition to any rights it may have, NVTA may terminate this Contract at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.
- B. Upon such termination, Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to NVTA for liquidated damages for all periods of time beyond such termination date until the work is completed.

13. CONTRACTOR BANKRUPT

- A. If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the NVTA Board may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 1-15 of the General Conditions.
- B. NVTA shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the Standard Specifications.

14. PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall, before beginning said work, file two bonds with NVTA, each made payable to NVTA. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.
1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
 2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.
- B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.
- C. Bonds shall only be accepted from an "*Admitted surety insurer*," which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. **Contractor must submit** the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.
- D. All bonds submitted shall include the following:
1. Full name and address of the Contractor Surety, and NVTA;
 2. Contract Date;
 3. Exact Contract Sum;
 4. Project Name and Address;

5. Signature of the Contractor
6. Corporate Seal, if applicable;
7. Signature of Authorized Surety Representative;
8. Notarization of the Contractor and Surety;
9. Power of Attorney; and
10. Local contact for surety, with name, phone number, and address to which legal notices may be sent

15. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

- A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by NVTa to ensure performance of the Contract.
- B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with NVTa or with an approved financial institution as escrow agent according to a separate Security Agreement.
- C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by NVTa's Board shall be charged for such substitution.

16. LABOR CODE COMPLIANCE

- A. NVTa affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.
- B. Contractor and its subcontractors shall fully comply with all the provision of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

17. UNFAIR COMPETITION

The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

18. GENERAL LIABILITY OF CONTRACTOR

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, light, heat, utilities, transportation and other facilities and services necessary for the execution and completion of the Work in accordance with the Contract Documents and any applicable code or statute, whether or not specifically described herein, as long as same is reasonably inferable therefrom as being necessary to produce the intended results, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The mention of any specific duty or liability of Contractor and, any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

19. AUTHORITY OF NVT

- A. NVT will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. NVT will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different prime contractors involved with the Work. NVT will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.
- B. NVT will administer its authority through a duly designated representative identified at the pre-construction conference. The Contractor and NVT's designated representative (the Owner's Representative) shall make good faith attempts to resolve disputes that arise during the performance of the Work.
- C. Any order given by NVT not otherwise required by the Contract to be in writing shall be given or confirmed by NVT in writing at the Contractor's request. Such request shall state the specific subject of the decision, order, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.
- D. Any plan or method suggested to the Contractor by the ENGINEER, or any of the Owner's Representative, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. NVT assumes no responsibility.

20. Responsibility of the Contractor

- A. The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work or the materials occasioned by any cause, and shall bear the entire expense.
- B. The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.
- C. The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by NVT in conformity with the true meaning and intent of the Contract Documents, within the time specified.

21. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to NVT, and hold harmless NVT, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party

B. To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

C. The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

D. The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

E. The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

F. In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

G. The indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

H. The indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract Documents.

I. The indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

J. In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by NVTA prior to commencement of any work on or about such property. The Contractor also shall indemnify NVTA and other indemnities identified in this Section as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

22. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of NVTA first obtained.

23. AMENDMENTS

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

24. INCIDENTAL BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to NVTa and Contractor. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of NVTa and Contractor that any such person or entity, other than NVTa and Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

25. MISCELLANEOUS PROVISIONS

A. **Attorneys' Fees:** In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.

C. **Enforceability:** If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. **Time:** All times stated herein or in any other contract documents are of the essence.

E. **Binding:** This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Contractor and to the successors in interest of NVTa in the same manner as if such parties had been expressly named herein.

F. **Survivorship:** Any responsibility of Contractor for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. **Waiver:** In the event that either NVTa or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

26. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between NVTa and Contractor concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

28. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

(Must be signed by two officers of the corporation in compliance with Corporations Code section 313.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

NVTA, A California Joint Powers Agency:

Date

Kate Miller, Executive Director

ATTEST:

Clerk

APPROVED AS TO FORM:

Sloan Sakai Yeung & Wong, LLP, General Counsel

EXHIBIT A

INSURANCE

NOTE: The word “Contractor” in this Exhibit refers to either “Contractor” or “Contractor” as the term is used in the Agreement/Contract to which this Exhibit is attached.

B. During the term of this Agreement, Contractor shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

1. General Liability:

General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.

- a. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- b. Claims-made coverage is not acceptable.
- c. The limits of liability shall not be less than:

Each occurrence:	One Million Dollars (\$1,000,000)
Products & Completed Operations:	One Million Dollars (\$1,000,000)
Personal & Advertising Injury:	One Million Dollars (\$1,000,000)
- d. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- e. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- f. If the Contractor maintains higher limits than the minimums shown above, NVTa requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to NVTa.

2. Automobile Liability:

Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.

1. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
2. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
-----------------------	-----------------------------------

If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.

3. Workers' Compensation

- a. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employer's Liability coverage.
- b. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
- c. Contractor shall sign and file with NVTA department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.

4. Insurance Required in the Supplementary Conditions

Contractor shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.

5. Professional Liability Insurance

If required errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per claim.

6. Other Insurance Provisions

- a. The Contractor's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
NVTA, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor in a form acceptable to NVTA's Attorney.
- b. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to NVTA.
- c. The policy shall contain no special limitations on the scope of coverage afforded to NVTA, its officials, employees, agents or volunteers.
- d. For any claims related to the project, the Contractor's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of NVTA and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by NVTA, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- e. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to NVTA, its officers, officials, employees, agents or volunteers.
- f. The Contractor's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against NVTA, its officers, officials, employees, agents, and volunteers.
- g. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after 30 days prior written notice by certified mail has been given to NVTA. Ten days prior written notice by certified mail shall be given to NVTA in the event of cancellation due to nonpayment of premium.

7. Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- b. The Contractor shall furnish NVTa with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. The Contractor shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.
- c. The Contractor shall report, by telephone to the Project Manager within 24 hours, and also report in writing to NVTa within 48 hours, after Contractor or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of NVTa or others, arising out of any work done by or on behalf of the Contractor as part of the contract.

Such report shall contain:

- i. the date and time of the occurrence,
 - ii. the names and addresses of all persons involved, and
 - iii. a description of the accident or occurrence and the nature and extent of the injury or damage.
- d. NVTa, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.
- e. If the Contractor fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish NVTa with proof of such insurance, NVTa, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by NVTa shall be deducted and retained from any sums due the Contractor under the contract.
- f. Failure of NVTa to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the contract.
- g. The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by NVTa.
- h. The failure of NVTa to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.
- i. In the event Contractor carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and NVTa's insurance or self-insurance coverage shall be excess to the Contractor's Excess Liability Coverage.

EXHIBIT B

Required Federal-Aid Contract Language
(For Local Assistance Construction Projects)
(Includes Form FHWA-1273 from Bid Documents)

EXHIBIT C

Minimum Wage Rates

(Federal and State Prevailing Wage Rates from Bid Documents)



1252 State St, PO Box 924, Alviso, CA 95002-0924
Tel: 408-449-5178 Fax 408-449-5147

Contractors License No. 982079
A – General Engineering
C-10 Electrical
DIR # 1000002158

ESTIMATE No. **V207R2**

PROPOSAL

DATE: October 5, 2022
FROM: Victor Cruz
PHONE: 408-826-2779
EMAIL: victor@bear-electrical.com

TO: Alberto Esqueda
COMPANY: NVT
PHONE: 707.259.5976
EMAIL: aesqueda@nvt.ca.gov

BID/ PROJECT:

NVT - Imola Ave and SR-29

ITEM	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1	Electrical for EV Chargers	LS	1	\$ 239,000.00	\$ 239,000.00
	Material	LS	1	\$ 120,000.00	\$ 120,000.00
	Labor	LS	1	\$ 100,000.00	\$ 100,000.00
	Equipment	LS	1	\$ 19,000.00	\$ 19,000.00
2	AT&T Scope per email - Excludes roadway crossing	LS	1	\$ 19,000.00	\$ 19,000.00
	Material	LS	1	\$ 10,000.00	\$ 10,000.00
	Labor	LS	1	\$ 5,500.00	\$ 5,500.00
	Equipment	LS	1	\$ 3,500.00	\$ 3,500.00
3	Add Receptacle at North Parking Lot (Assumed 50LF from Point of Service)	LS	1	\$ 14,000.00	\$ 14,000.00
	Material	LS	1	\$ 3,000.00	\$ 3,000.00
	Labor	LS	1	\$ 9,500.00	\$ 9,500.00
	Equipment	LS	1	\$ 1,500.00	\$ 1,500.00
4	Caltrans Permit	LS	1	\$ 2,500.00	\$ 2,500.00
TOTAL:					\$ 274,500.00

INCLUSIONS:

- Per plans attached
- Furnish and install switchgear with foundation
- Trenching and backfill for our conduits
- Sidewalk and asphalt removal and replacement for our work
- Installation of (6) EV Chargers provided by others
- Conduit installation
- Furnish and install conductors as shown on EL-004
- Traffic Control for our work only
- (1) Post mounted GFCI Outlet at North end of lot. Specifics to be determined.
- AT&T Scope per email dated 9/29 (Nema enclosure and outlet)
- GC to provide laydown yard for materials and equipment
- Assumes one mobilization. Additional mob costs are \$3,500.00
- Off haul spoils

EXCLUSIONS:

- Staking and layout
- Testing and inspection fees
- Permits and bonds
- (6) EV Chargers with foundations
- Duct Bank A or B Conduits - Assumed to be existing
- Intercepting existing EV Charger conduit - Stub ups assumed to be existing
- Regulatory signs and striping
- Pull Boxes - All pull boxes shown are assumed to be existing
- Handling of any hazardous materials and dust control
- Overtime/Weekend work
- Potholing for utilities not shown on plans.
- Private locating for utilities not marked by USA

Please feel free to contact Victor Cruz for any questions regarding this quote.
Cell: (408) 426-2779



CONSTRUCTION PROPOSAL/CONTRACT

Date: 7/28/2022

Project Name: Imola Ave and SR-29 Express
bus improvements

Client's Name: Napa Valley Transportation
Authority

Project Address: 954 Golden Gate Drive

Client's Address: 625 Burnell Street

Project City/State/Zip: Napa, CA

Client's City/State/Zip: Napa, CA 94559

Client's Phone Number: 707-259-5976

Client's Work Number:

Construction Fund Holder:

Construction Fund Holder Address:

I/WE, the Client(s) of the premises described above authorize McDonnell Electric, Inc., hereinafter referred to as "Contractor", to furnish all materials and labor necessary to construct and/or improve these premises in a good, workmanlike and substantial manner according to the following terms, specifications, and provisions:

1. Description of the Work and the Materials to be Used:

Our scope of work is based solely on drawings by Kimley Horn, dated 6/15/2021, generally.

Supply and installation of.

- 600amp 120/208V Meter Main, Underground pull section, distribution section, concrete pad 8' x 8' for switchgear, 50+/- Conduit from Main service to new transformer pad, 100+/- Conduit from

Lic. No. 787794
382 Tesconi Ct. Santa Rosa, CA 95401
Phone: 707-829-9681
Fax: 707-829-9612

transformer pad to PG&E pole, 90*106 transformer pad, Bollards for switch gear and transformer, excavation and backfill from PG&E pole to new switch gear. 6 New charge point car chargers and installation. New wiring from main switch gear to 6 new car chargers.

Clarifications & Exclusions:

- Any demolition is limited to safe-off only, with all soft demolition of existing devices and fixtures by others.
- Assumes all spoils to remain onsite without any off hauling.

Contractor's scope of work under this Contract **does not** include any of the following items: Permit fees, utility fees, temporary power, bonds, fixtures other than specified, samples, spares, mock-ups, or equipment testing. Unless specifically included herein, we specifically exclude all data, telecom, fire alarm, Ansul systems, audio/visual systems and security systems. We assume open walls for remodels and retrofits, unless specifically noted herein or on the plans, cut-in boxes will be an additional cost.

NOTE: Our proposal does not include any future or retroactively applied tariffs. Any cost increases as a result of tariffs or any price increase to market volatility are specifically excluded and will be passed-on as a change order, up and to the point where product is actually delivered to the site.

NOTE: Our proposal excludes any delays or interference with the receipt or shipping of materials that are impacted due to the COVID-19 Coronavirus travel and shipping bans instituted by the federal government or any other thing that is out of our control.

NOTE: Any controls, devices or components associated with Title 24 that are not fully engineered or specifically called out and shown on the plans are excluded from this scope of work. We are not responsible for Title 24 engineering or design unless we are the designer of record.

NOTE: All material pricing is based at the time of the estimate or proposal and pricing on the date of this proposal. Any significant increase in materials costs from our proposal will be treated as an increase to our contract amount.

The work described in this Contract shall be done according to the plans and plan specifications (if any) except in the case of conflict, when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for and obtained by Client. All other charges, taxes, assessments, fees, etc., of any kind whatsoever, will be paid for by Client.

2. Contract Price:

Client shall pay Contractor the sum of \$285,488.00 for the work to be performed under this Contract, subject to additions and/or deductions pursuant to authorized change orders agreed upon in writing by the parties.

Finance Charge: One and one-half percent (1-1/2%) will be assessed on any unpaid balance(s) that exceed 30-days.

3. Bonding:

Unless indicated as specifically included, all prices herein are exclusive of bonding and do not include the provision of, or fees associated with the perfection of any bonding of any kind. If bonds are required, client is responsible to make McDonell Electric aware of this so that the fees and administrative costs associated with bonding can be provided as part of our proposal.

4. Schedule of Progress Payments:

Unless a schedule of values is shown, it is assumed to be billed as progress payments.

<u>Payment Due:</u>	<u>Amount:</u>	<u>Amount of work or services to be performed/ Materials and equipment to be supplied:</u>
a.		
b.		
c.		
d.		

5. Commencement and Completion of Work:

Substantial commencement of work shall mean either the physical delivery of materials onto the premises or the performance of any labor and shall be subject to any permissible delays under paragraph 8, below.

Approximate Start Date: **9/1/2022**. The work to be performed under this Contract shall be commenced on approximately **9/1/2022** as long as any required building permits are received and any agreed-upon funds are paid to Contractor.

Approximate Completion Date: **2/1/2023**. The project shall be completed by approximately **2/1/2023**, subject to permissible delays as defined in paragraph 8 of this Contract.

McDonell Electric will not be held to any schedule for which we have had no input or guidance or has not otherwise been accepted and agreed-upon by us.

6. Notice Regarding Extra or Change-Order Work:

Client may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order.

Client is expressly informed that extra work or a change order is not enforceable against Client unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

Client is expressly informed that the contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Initial the checkbox indicating your understanding and consent to this paragraph. ☐

7. Scope of Extra or Change-Order Work:

In the event that Client requests Contractor to perform additional work, including but not limited to, moving the location of any electrical component, or increasing the unit number of a component, the time and materials expended to accomplish this adjustment, including any consultation about such change, shall be considered extra work and will not be performed by Contractor without the execution of a written Change Order as described above. The rates to be charged for such extra work are as follows:

Project Manager:	\$ 150.00
Journeyman Electrician:	\$ 135.00
Apprentice Electrician:	\$ 105.00
Controls Technician:	\$ 150.00

Initial the checkbox indicating your understanding and consent to this paragraph. ☐

8. Client's Responsibility/Insurance:

Client is responsible for the following: (1) to see all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises; (2) to provide a storage area on the premises for equipment and materials; (3) to relocate and protect any item that prevents Contractor from having free access to the work areas such as but not limited to TV or radio antennas, vehicles, tools, clothing, furniture, draperies, or garden equipment. If Client fails to relocate such items, Contractor may relocate these items as needed but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work; (4) to obtain permission from the Client(s) of adjacent property(ies) that Contractor must use to gain access to work areas. Client agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent property(ies) by Contractor; (5) to correct any existing defects which are recognized during the course of the work. Contractor shall have no liability for correcting existing defects such as, but not limited to, dry rot, structural defects, or code violations; (6) to maintain property insurance with Fire, Course of Construction, and all Physical Loss, in a sum at least equal to the contract price, prior to and during performance of this Contract. If the project is destroyed or damaged by accident, disaster, calamity, theft, or vandalism, work or materials supplied by Contractor in reconstructing the project shall be paid for by Client as extra work.

9. Permissible Delays:

Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Client's subcontractors, extra work, acts of God, acts of Client or Client's agent, employee, or independent contractor, including failure of Client to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, storm weather, fire, floods, earthquakes, wind, strike, war, governmental regulations, labor disputes, acts of public utilities, public entities or inspectors, extra work, or any other contingencies unforeseen or unforeseeable by Contractor or beyond Contractor's reasonable control.

10. Surplus Materials and Salvage:

Any surplus materials left over after this contract has been completed are the property of Contractor. No credit is due Client on returns for any surplus materials and all salvage resulting from work under this Contract is the property of Contractor.

11. Cleanup:

Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave the premises in a neat, broom clean condition.

12. Unanticipated Conditions and Concealed Damage:

Expense incurred because of unusual or unanticipated conditions shall be paid for by Client as extra work. Contractor will inform Client of any dry rot or other deterioration or unanticipated condition which is concealed and is discovered. Contractor is not responsible to repair any such discovered deterioration or condition and work done by Contractor to remedy such will only be done as extra work in a written change order.

13. Hazardous Substances:

Client understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as a Hazardous Material Abatement contractor. Should any hazardous substances be found present on the premises, it is Client's responsibility to arrange and pay for abatement of these substances.

14. Right to Stop Work and to Withhold Payment on Labor and Materials:

If any payment is not made to Contractor pursuant to this Contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Client from paying any material, equipment and/or labor supplies or any subcontractors (hereinafter collectively, "Suppliers") during the period that Client is in arrears in making payments to Contractor for bills received during that same period. If these same Suppliers make demand upon Client for Payment, Client may make such payment on behalf of Contractor and Contractor shall reimburse Client for this amount at such time that Client becomes current with Contractor for all past due payments. Client is responsible to verify the true amounts owed by Contractor to these Suppliers prior to making payment on behalf of Contractor. Client shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than that exact amount actually and truly owed by Contractor to these Suppliers for work done or materials supplied on Client's job.

15. Collection Costs/Legal Fees:

Client agrees to pay all collection fees and charges, including but not limited to, all legal and attorney's fees that result should Client default in payment of this Contract. Overdue accounts are subject to interest at the rate of 1-1/2% per month, assessed on any unpaid balance over 30-days in arrears. In the event that litigation or arbitration arises out this Contract, the prevailing party will be entitled to recover its reasonable attorney's fees and costs.

16. Warranty:

Our work, as described herein, is warranted to be free of defects in quality and workmanship for a period of twelve months from the date of completion. Any claims of defects in materials or goods furnished or installed under this contract are the responsibility of the various manufacturers and their warranty periods.

17. Acceptance/Entire Contract:

This Contract is approved and accepted. The parties understand that there are no oral agreements or understanding between the parties. The written terms of this Contract constitute the entire agreement between the parties. Changes to the Contract shall be done by written change order only and with the express approval of both parties prior to the commencement of any work covered by the change order. Changes may incur additional charges.

Contractor: McDonell Electric, Inc.

Client:

Signature: _____

Signature: _____

Dated: _____

Dated: _____

By: Eric McDonell - President _____

By: _____

Note: This agreement may be withdrawn after 3 days from 7/29/2022 if not approved and signed by both parties.

**Please send signed contract to:
projects@mcdonellelectric.com**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board (CSLB), which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, CSLB, P.O. Box 26000, Sacramento, CA 95826.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Cover Memo

SUBJECT

Recruitment Strategy for Advisory Committee Member Vacancies

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the marketing plan to recruit members for the advisory committee vacancies. There are six (6) member vacancies on the Citizens Advisory Committee (CAC), three (3) member vacancies on the Paratransit Coordinating Council (PCC), one (1) member vacancy on the Active Transportation Advisory Committee (ATAC) and two (2) vacancies on the Independent Taxpayer Oversight Committee (ITOC).

EXECUTIVE SUMMARY

One way Napa Valley Transportation Authority receives input from the community is by community members serving on a NVTA advisory committee. NVTA's recruiting efforts include advertisements on social media, posting on the NVTA website, sharing vacancy updates at committee meetings and personal outreach to individuals or organizations that align with the goals of a committee. NVTA is making a concerted effort to recruit for vacant positions.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Valerie Walston / Marketing and Information Specialist
(707) 253-4599 / Email: vwalston@nvta.ca.gov
SUBJECT: Recruitment Strategy for Advisory Committee Member Vacancies

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the marketing plan to recruit members for the advisory committee vacancies. There are six (6) member vacancies on the Citizens Advisory Committee (CAC), three (3) member vacancies on the Paratransit Coordinating Council (PCC), one (1) member vacancy on the Active Transportation Advisory Committee (ATAC) and two (2) members of the Independent Taxpayer Oversight Committee (ITOC).

COMMITTEE RECOMMENDATION

Information only

BACKGROUND

NVTA staff uses social media, the website, and other methods to advertise and recruit appropriate committee members for each committee. There are currently member opportunities on four advisory committees.

The CAC was formed by NVTA to replace a number of ad hoc committees that were convened to advise the NVTA Board and staff on specific modes, projects, and programs. In total, the committee is nineteen (19) members appointed to serve two-year terms.

Table 1 lists the member's interest of representation and current vacancies for CAC.

Table 1. CAC Members

Interest	Number of Members
Town of Yountville resident * (Filled)	1
City of St. Helena resident * (Vacant)	1
City of Calistoga resident * (Vacant)	1
Member representing Active Transportation interests (Vacant)	1
Vintner Member (Vacant)	1
Agriculture Member (Vacant)	1
Member Representing Environmental Interests (Filled)	1
Hospitality Member (Filled)	1
Member representing senior population (Filled)	1
Member representing students (Filled)	1
Non-profit organization or Education Field (Filled)	1
Member representing Low Income Housing Interests (Filled)	1
Member of the Paratransit Coordination Council (Filled)	1
Chamber Member (Vacant)	1
Member representing Health and Human Service interest (Filled)	1
Member at Large (Filled)	1
American Canyon resident (Filled)	1
City of Napa resident (Filled)	1
County of Napa resident (Filled)	1

The NVTa PCC Bylaws, in accordance with the Metropolitan Transportation Commission Policies related to Paratransit Coordinating Council, stipulate that the PCC membership shall be nine (9) voting members serving three-year terms.

Table 2 lists the member's representation category and current vacancies for PCC.

Table 2 PCC Members

Interest	Number of Members
Member of the public residing within a non-urbanized area (Vacant)	1
Member of the public residing within an urbanized area (One Vacancy)	2
Members who are social service providers for persons with disabilities (One Vacancy)	2

Member who is social service provider for seniors (Filled)	1
Member who is social service provider for persons of limited means (Filled)	1
Member who is a consumer/user persons with disabilities (Filled)	1
Member who is consumer/user 60 years of age or older (Filled)	1

The ATAC serves to advise of the NVTB Board about bicycle and pedestrian facilities. All members shall be appointed by NVTB and appointed by their respective jurisdiction. The committee shall be eleven (11) members from six (6) jurisdictions and serve three-year terms.

Table 3 lists the member's represented jurisdiction and current vacancies for ATAC.

Table 3. ATAC Members

Interest	Number of Members
American Canyon (Filled)	2
City of Napa (Filled)	4
Yountville (Filled)	1
St. Helena (Filled)	1
County of Napa (One Vacancy)	2
Calistoga (Filled)	1

The ITOC reviews the fiscal and program performance of the tax revenues generated by Measure T. The committee shall be seven (7) voting members and serve four-year terms.

Table 4. ITOC Members

Interest	Number of Members
Tax Payer Association (Filled)	1
Audit, Finance and Budget (Filled)	1
Licensed Civil Engineer (Filled)	1
Chamber of Commerce (Filled)	1
Certified Public Accountant (Vacant)	1
Member at large (One Vacancy)	2

MARKETING STRATEGY

When a vacancy occurs on a committee, the NVTB Board Secretary will notify the NVTB marketing officer, who will:

- Develop communications, including graphic design, to announce the vacancy.

-
- Send announcement to the appropriate jurisdictions and relevant community groups – such as vintners and senior groups – and ask to be included in any of their internal/external newsletters, communications, and/or social media.
 - Post the announcement on the website and social media.
 - Work with the Board Secretary to identify and post on relevant job boards or websites.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

If all member vacancies are filled, there will be a greater opportunity to serve the community.

ATTACHMENT(S)

- (1) ATAC Recruitment Flyer
- (2) CAC Recruitment Flyer
- (3) PCC Recruitment Flyer
- (4) ITOC Recruitment Flyer

WANT A MORE BICYCLE & PEDESTRIAN FRIENDLY NAPA COUNTY?

HELP US PLAN IT

The Active Transportation Advisory Committee (ATAC) is an advisory committee of the Napa Valley Transportation Authority. It was established by the NVTB Board of Directors to encourage safe bicycling and walking.

The committee works to further the Napa Valley goal of becoming more bicycle and pedestrian friendly along with promoting sustainable transportation alternatives.

The ATAC focuses on countywide interests to reduce congestion and improve air quality by promoting non-motorized (biking and walking) transportation modes as a significant, safe, and beneficial transportation option.

The committee meets every other month on the fourth Monday at 5:30pm via Zoom (for now), so you can attend from the comfort of your own home!

We have openings for members from:

- County of Napa

LEARN MORE AT [NVTB.CA.GOV/ATAC](https://nvtb.ca.gov/ATAC)



FRUSTRATED BY TRAFFIC CONGESTION IN NAPA COUNTY?

HELP IMPROVE IT!

Join our Citizens Advisory Committee to help fix countywide transportation issues and update our transportation infrastructure.

The Citizen Advisory Committee (CAC) examines issues related to all modes of transportation — automobile, transit, biking, walking — with a goal of updating transportation infrastructure and improving the health and well-being of our community.

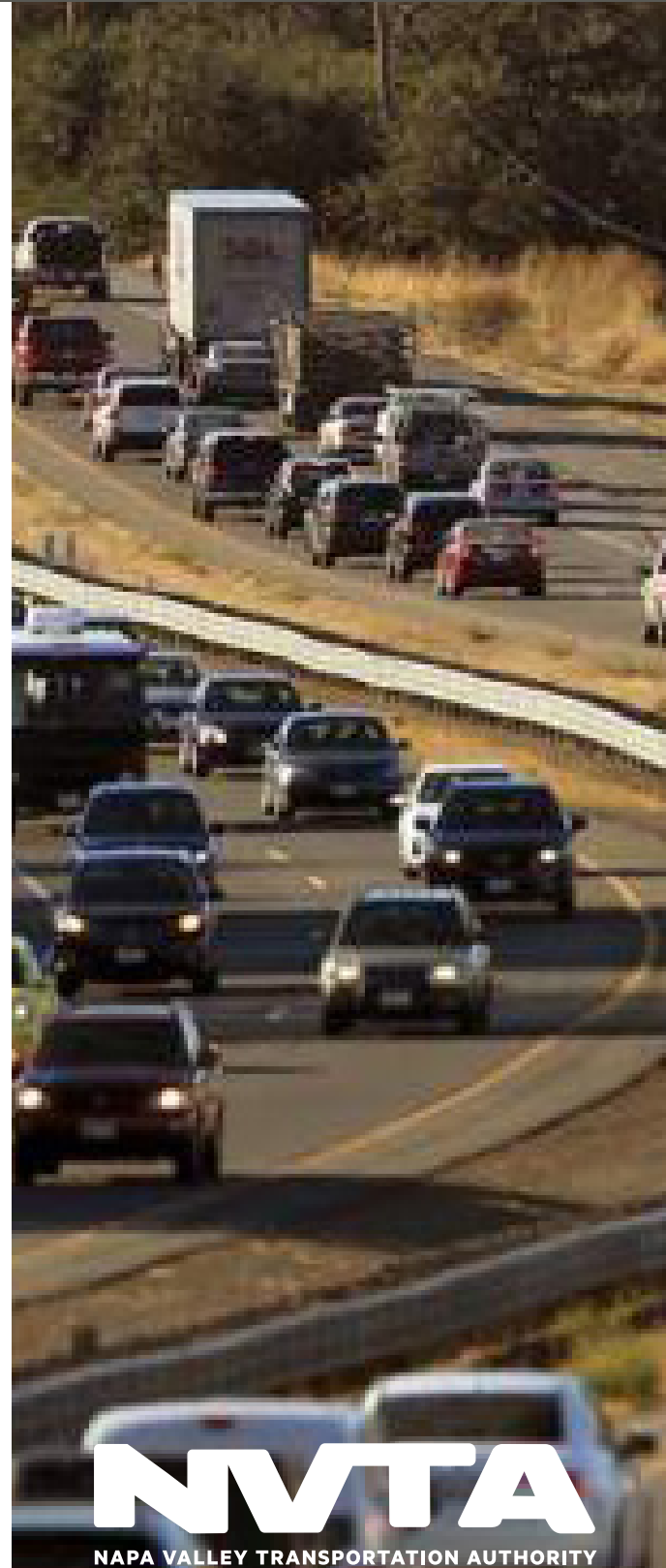
You'll work with lots of great people who share your desire to make Napa County a better place to live and work.

The committee meets every other month on Wednesdays at 5pm. Meetings currently take place via Zoom, so you can attend from the comfort of your own home! When in-person meetings resume, they will take place in NVRTA's Board Room at 625 Burnell Street in Napa.

We're Looking for Members to Represent:

Agriculture
Active Transportation
Chamber of Commerce
Vintners
City of Calistoga
City of St. Helena
Town of Yountville

LEARN MORE AT [NVTA.CA.GOV/CAC](https://nvta.ca.gov/cac)



CONCERNED ABOUT EQUITABLE ACCESS TO TRANSPORTATION?

HELP IMPROVE IT!

Join our Paratransit Coordinating Council (PCC) to help ensure Napa County's transit system works for everyone.

The PCC serves in an advisory capacity to the NVTA Board of Directors. The PCC works on the transportation issues of persons with special needs, including elderly, those with disabilities, and those experiencing low income.

You'll work with lots of great people who share your commitment to creating a more equitable Napa County.

The committee meets every other month on Thursdays at 10am. Meetings take place in-person at NVTA's Board Room at 625 Burnell Street in Napa.

Current Openings:

- One member of the public residing in an urbanized area (within the city limits of any city in Napa County)
- One member of the public residing in a non-urbanized area (outside city limits, anywhere in Napa County)
- One member representing social service providers for persons with disabilities

LEARN MORE AT [NVTA.CA.GOV/PCC](https://nvta.ca.gov/pcc)



INTERESTED IN LOCAL TAX REVENUE SPENDING?

HELP OVERSEE IT

Join the Independent Taxpayer Oversight Committee (ITOC), a committee of the Napa Valley Transportation Authority. You'll help oversee how the agency spends transportation retail and use tax revenues generated by Measure T.

Measure T is a voter-approved 1/2-cent sales tax that began July 1, 2018. The program improves under-funded local community streets and supporting infrastructure (e.g., sidewalks, gutters, curbs) within the public right-of-way.

You'll work with six fantastic people who share your commitment to ensuring that Measure T funds are spent the way voters intended. Committee members also receive a stipend of \$250 per meeting.

The committee meets quarterly, via Zoom (for now), so you can attend from the comfort of your own home! When in-person meetings resume, they will take place in the JoAnn Busenbark Board Room at NVTa (625 Burnell Street, Napa).

Current openings:

- One certified public accountant (CPA)
- One public at-large member (any resident of Napa County)

LEARN MORE AT [NVTa.CA.GOV/ITOC](https://nvtac.ca.gov/ITOC)





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.

EXECUTIVE SUMMARY

The attached memo from Platinum Advisor/K&L Gates and state bill matrix from Platinum Advisors summarize the federal and state legislative activities respectively.

FISCAL IMPACT

None



October 19, 2022
NVRTA Board Agenda Item 11.6

Continued From: New

Action Requested: **INFORMATION**

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), the State Bill Matrix prepared by Platinum Advisors (Attachment 2).

EXECUTIVE SUMMARY

Federal Update:

Congress passed a continuing resolution to fund the government through December 16th.

The Department of Transportation has released two funding programs. The first is Strengthening Mobility and Revolutionizing Transportation (SMART) grants which is a pilot program intended to improve safety and technology in cities. The second is an announcement of \$1.5 billion available for Infrastructure for Rebuilding America (INFRA) competitive grant program for highway, multimodal freight, and rail projects.

State Update

The legislature has adjourned and will reconvene in December. The legislature sent 1,100 bill to the Governor's office. The Governor signed 997 bill and vetoed 169 which is about average.

The State revenues so far this year are looking grim compared to recent years – roughly \$4.2 billion lower than projected. The Legislative Analyst's Office is expected to release a report in November which should provide some clarity on the State's economic outlook. Much of what is influencing this is the current volatility of the stock market and prospective income tax revenues.

The state issue a call for project for the Transit and Intercity Rail Capital Program (TIRCP) Cycle 6 and announced various workshops. Staff will be pursuing these funds to replace diesel power buses with electric buses.

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ATTACHMENTS

- (1) October 3, 2022 Federal Update (K&L Gates and Platinum Advisors)
- (2) October 5, 2022 State Update
- (3) October 1, 2022 State Bill Matrix (Platinum Advisors)

K&L GATES

PLATINUM | ADVISORS

MEMO

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority (NVTAG)

FROM: George Riccardo, K&L Gates
Jess Aune, Platinum Advisors

DATE: October 3, 2022

RE: September Monthly Report

State of Play and Congressional Update

Congress returned to Washington, DC in early September for a three-week legislative sprint before adjourning again until after the Midterm elections. The top priority for this legislative session was passing a Continuing Resolution (CR) to fund the government past September 30th. There was a great deal of negotiating throughout September on what would be included in this funding bill. In exchange for Senator Manchin supporting the Inflation Reduction Act this summer, Senator Schumer agreed to attach his permitting reform legislation. However, his proposal was met with resistance from progressives in the House and Senate. The Republican caucus also opposed Senator Manchin's legislation in favor of Senator Capito's bill on permitting reform that was previously introduced. Despite an aggressive lobbying attempt by Senator Manchin, he conceded defeat and asked Leader Schumer to remove this provision shortly before the procedural vote to begin consideration of this vehicle.

The Senate passed a CR to fund the government through December 16th on September 29th by a vote of 75-25 and the House passed this legislation on September 30 by a vote of 230-201. The CR included \$12 billion for aid to Ukraine, \$2 billion for domestic disaster relief, \$2.5 billion for New Mexico wildfire, and \$1 billion in home heating assistance. The bill also extends FDA user fees for an additional five years.

There was also some movement on the Presidential Electoral Reform Act. Congresswoman Cheney and Lofgren, who both sit on the select committee investigating the January 6th attack on the Capitol, introduced their version of this legislation which passed the House by a vote of 229-203. The Senate version, which was crafted by Senator Collins and Senator Manchin, was voted out of the Senate Rules and Administration committee by a vote of 14-1. The Senate version has significant bipartisan support with ten Republican co-sponsors. There is a fair amount of momentum to address

this issue and we could see additional movement during a lameduck session after the election.

In the House, negotiations between moderate frontline Democrats, the Congressional Progressive Caucus, and Congressional Black Caucus on a policing and public safety package came to a conclusion with the passage of four bills that would provide funding for nonprofit community organizations to reduce crime, grants for small community police departments, and funding for mental health services. Moderate Democrats facing close elections were the driving force of this package as a way to respond to attacks on “defunding the police”. This legislation will primarily serve as a messaging bill during the final month of the campaign since its prospects in the Senate are extremely slim.

The Senate also spent a fair amount of their floor time this month confirming remaining positions in the Biden Administration and judicial nominees in advance of the midterm elections where control of the Senate is currently viewed as a toss-up. As September came to a close, both chambers adjourned so members could return home to campaign in the final weeks leading up to the Midterm Elections.

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

The Department of Energy (DOE), Department of Transportation (DOT), Environmental Protection Agency (EPA), and Housing and Urban Development (HUD), in coordination with the Executive Office of the President, entered into a memorandum of understanding. In recognition of the critical role that the transportation sector will play in addressing the global climate crisis and building a clean economy, the parties undertake this MOU to ensure the highest level of collaboration and coordination. The parties plan to coordinate on policy and accelerate the research, development, demonstration, and deployment

needed for innovative solutions and technologies that enable a clean, safe, accessible, equitable, and decarbonized transportation system for all. More details can be found [here](#).

Also this month, the DOT Office of Small and Disadvantaged Business Utilization, the U.S. Small Business Administration (SBA), and the Department of Commerce Minority Business Development Agency (MBDA) announced partnerships to help small and disadvantaged businesses access the resources they need to succeed. DOT is on target for 20% of all federal contracts going to small and disadvantaged businesses. The partnerships are memorialized through three Memorandums of Understanding between the DOT and SBA and the DOT and MBDA, which advance the Administration's commitment to ensuring equity in procurement initiatives. More details can be found [here](#).

Department of Transportation (DOT) Updates

DOT is soliciting applications for Strengthening Mobility and Revolutionizing Transportation (SMART) grants. Funds for the FY22 SMART Grants Program are to be awarded on a competitive basis to conduct demonstration projects focused on advanced smart city or community technologies and systems to improve transportation efficiency and safety. The program funds projects that are focused on using technology interventions to solve real-world challenges and build data and technology capacity and expertise in the public sector. Applications must be submitted by November 18, 2022. More details can be found [here](#).

The DOT announced the rollout of a new airline customer service dashboard, which includes recent improvements to customer service made by airlines at the urging of Secretary Buttigieg. The dashboard provides air travelers a one-stop location to obtain information on the services and amenities they should receive from airlines if they experience delays or cancellations that are caused by something within the airline's control like a mechanical or staffing issue. The dashboard also provides a clear comparison of amenities the airlines have committed to provide, which will assist consumers when deciding which airline to fly. More details can be found [here](#).

DOT released a list of programs included in President Biden's Justice40 Initiative, which aims to deliver 40 percent of the overall benefits of climate, clean energy, and related investments to disadvantaged communities that are marginalized, overburdened, and underserved. DOT currently has 39 Justice40 programs across five of its operating administrations. The initiative will marshal the resources from hundreds of federal programs across agencies, representing billions of dollars in annual investment, to maximize benefits to disadvantaged communities. The list of programs released is an initial list that is expected to evolve over time as new programs are created or existing programs sunset. More details can be found [here](#).

DOT Secretary Pete Buttigieg announced that the Administration has awarded \$1.5 billion from the Infrastructure for Rebuilding America (INFRA) competitive grant program for highway, multimodal freight, and rail projects. Over the next five years, the Bipartisan Infrastructure Law will provide approximately \$8 billion for the INFRA program, including

the \$1.5 billion made available in this round of funding. In addition to prioritizing projects that will deliver national or regional economic benefits, INFRA projects were also evaluated based on safety, how they supported freight movement and job creation, their efforts to address climate change and resiliency, impacts on equity and quality of life, how they applied innovative technology, their cost effectiveness, and demonstrated project readiness. More information, including a list of awards, can be found [here](#).

The DOT announced that it has approved Electric Vehicle Infrastructure Deployment Plans for all 50 States ahead of schedule under the National Electric Vehicle Infrastructure (NEVI) Formula Program. With this approval, all states now have access to all FY22 and FY23 NEVI formula funding, totaling more than \$1.5 billion to help build EV chargers covering approximately 75,000 miles of highway. The NEVI formula funding makes \$5 billion available over five years. State DOTs were able to leverage technical assistance available through the Joint Office of Energy and Transportation and begin staffing and activities directly related to the development of their plans prior to approval. Now that EV charging plans have been approved, each State can be reimbursed for those costs and now have a wide range of options to use their NEVI Formula funding for projects directly related to the charging of a vehicle. More details can be found [here](#).

Federal Highway Administration (FHWA)

FHWA and Federal Transit Administration (FTA) together awarded \$49.2 million in innovative technology grants to improve mobility and multimodal connections. Grants can be applied to technologies ranging from systems that detect and prevent wrong-way crashes to advanced technology to improve trucking operations and terminal operator activities at a port. The FHWA awarded \$45.2 million in Advanced Transportation and Congestion Management Technologies Deployment grants to 10 projects using advanced intelligent transportation systems technologies, and the FTA awarded \$4 million in Enhancing Mobility Innovation grants to nine transit agencies and organizations to improve access and mobility for transit riders. More info can be found [here](#).

FHWA announced \$59 million in grant awards to help save lives with safer crossings in California, Florida, New York, and Pennsylvania. The grants are made possible by the FHWA's Commuter Authority Rail Safety Improvement (CARSI) program. Grants for the five projects, awarded by FHWA in coordination with the FRA and FTA will be used to make highway-rail crossings safer for all parties. The CARSI competitive grant allocations consist of two rounds. In January 2021, DOT awarded five grants totaling \$40.2 million for CARSI Round One projects. More details, including the full list of CARSI Round Two grant recipients can be found [here](#).

Federal Motor Carrier Safety Administration (FMCSA)

The FMCSA has announced the appointment of members to the Women of Trucking Advisory Board (WOTAB) to recruit, retain, support, and ensure the safety of women commercial motor vehicle drivers and strengthen the trucking industry as a whole. The Women in Trucking Advisory Board includes 16 founding members, all women, with

diverse backgrounds and experiences to provide balanced points of view on addressing the challenges facing women in the industry. WOTAB members have more than 80 years of driving experience with trucks, motorcoaches, and ports and more than 275 years in trucking and other modes of transportation. WOTAB will coordinate with trucking companies, nonprofit organizations, and trucking associations to support women in trucking. The Board will provide recommendations to the FMCSA Administrator and the Secretary of Transportation. More details can be found [here](#).

Federal Transit Administration (FTA)

FTA is requesting approval for an extension of a currently approved information collection. FTA began the Passenger Ferry Grant Program, Electric or Low Emitting Ferry Pilot Program, and Ferry Service for Rural Communities Program in June 2022 under Office of Management and Budget (OMB) emergency approval. The Passenger Ferry Grant Program provides competitive funding for projects that support passenger ferry systems in urbanized areas. The Electric or Low-Emitting Ferry Pilot Program makes Federal funds available competitively to projects that support the purchase of electric or low-emitting ferry vessels. The Ferry Service for Rural Communities Program makes Federal funds available competitively to States and territories to ensure basic essential ferry service is provided to rural areas. Comments must be submitted before November 26, 2022. More details can be found [here](#).

National Highway Traffic Safety Administration (NHTSA)

NHTSA released Cybersecurity Best Practices for the Safety of Modern Vehicles, an update to its 2016 edition. The document describes NHTSA's guidance to the automotive industry for improving vehicle cybersecurity for safety. The 2022 Cybersecurity Best Practices leverage agency research, industry voluntary standards, and learnings from the motor vehicle cybersecurity research over the past several years, and is updated based on public comments received on the draft that was published in the Federal Register in 2021. Though the document is non-binding, it contains important best practices that will influence the industry going forward. More details can be found [here](#).

NHTSA released its early estimates of traffic fatalities for the first half of 2022. An estimated 20,175 people died in motor vehicle traffic crashes, an increase of about 0.5% as compared to 20,070 fatalities NHTSA projected for the first half of 2021. However, NHTSA projects that the second quarter of 2022, from April to June, had the first decline in fatalities after seven consecutive quarters of year-to-year increases in fatalities that began in the third quarter of 2020. NHTSA also announced that the projections for two of the regions (NHTSA Regions 3 and 9) were revised. Projected deaths during the first quarter of 2022 for Region 3 were revised lower, while projections for Region 9 were revised higher. More details can be found [here](#).

Federal Railroad Administration (FRA)

The DOT has issued a Notice of Funding Opportunity announcing the availability of over \$1.4 billion in Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant funding. The CRISI Program advances projects that modernize America's freight and passenger rail infrastructure. This year, the Bipartisan Infrastructure Law will more than triple funding for the CRISI Program. In addition to projects that improve and expand freight and passenger rail infrastructure, CRISI grants will focus on safety projects such as grade crossing enhancements and rail line relocations and improvements as well as other priorities, including workforce development and training, regional rail and corridor planning, environmental analyses, and research and deployment of railroad safety technology. More details can be found [here](#).

Environmental Protection Agency (EPA)

The EPA has announced that approximately \$169 million in funding is available for Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Grants under the FY23 grant competitions. EPA anticipates awarding approximately 198 grants nationwide at amounts ranging from \$500,000 to \$2 million per award. With this funding more vacant and abandoned properties will be turned into community assets that will attract jobs and promote economic revitalization in communities. Applications are due by November 22, 2022. The Office of Brownfields and Land Revitalization will host an outreach webinar on October 4 and October 6 at 2:00 PM to explain the guidelines for interested applicants and to address questions. Prior registration is not required. More information can be found [here](#).

Transportation Security Administration (TSA)

TSA has selected new members to serve on the Aviation Security Advisory Committee (ASAC), which comprises 33 members who provide recommendations for improving aviation security. The ASAC was initially established in 1989 following the bombing of Pan American World Airways Flight 103 over Lockerbie, Scotland. ASAC is a statutory committee that augments TSA's security posture through consultation with key partners on aviation security matters, including the development, refinement, and implementation of policies, programs, rulemaking, and security directives pertaining to aviation security. More details, including the full list of members representing the 19 mandated membership categories, can be found [here](#).

TSA also announced that it will temporarily exempt the TSA Security Threat Assessment requirement for Hazardous Material Endorsement (HME) holders whose endorsements expired or will expire before the end of calendar year. The HME Threat Assessment Program conducts a threat assessment for any driver seeking to obtain, renew, and

transfer a hazardous materials endorsement on a state-issued commercial driver's license. TSA determined that it is in the public interest to grant a temporary exemption for commercial truck drivers renewing their HME. Supply chain requirements have increased the demand for drivers with a valid HME, and increased HME enrollments have extended adjudication times for some drivers. This announcement supports motor carriers and the trucking industry who require qualified operators to transport hazardous materials. More details can be found [here](#).

U.S. Department of Agriculture (USDA)

Secretary Tom Vilsack announced that the USDA is now accepting applications for ReConnect Program loans and grants to expand access to high-speed internet for millions of people in rural America nationwide. The Department is making more than \$1 billion available, thanks to the Bipartisan Infrastructure Law. USDA began accepting applications for loans, with available funds of \$150 million, grants with available funds of \$700 million, and combination loan/grant awards using \$300 million under the ReConnect Program. USDA has made several improvements to the ReConnect Program for the current round of applications. Collectively, these improvements increase the availability of funding in rural areas where residents and businesses lack access to affordable, high-speed internet. More details on the program can be found [here](#).



October 5, 2022

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Until December: The legislature has now adjourned and will not reconvene until December for an organizational session to prepare for the 2023-24 session. All focus is now on the November elections where over 30 new members will be elected, and the Women's Caucus could grow from the current 39 members to 45.

In addition, Governor Newsom completed his actions on all bills sent his office late in the afternoon on September 30th. The legislature sent over 1,100 bills to his office. The Governor signed 997 measures and vetoed 169, for a veto rate of 14.5%, which is in the average veto rate range.

Fiscal Outlook:

There have been numerous press reports on the Governor's veto messages that have relied on a souring a fiscal outlook to justify a veto. The Governor is taking a cautious approach and the numbers, so far revenue figures this fiscal year, back him up. While unemployment remains low in California, inflation remains high.

Since passage of the budget in June total revenues received by the state are \$4.2 billion below projections. While this shortfall can be easily covered by reserves, it is still too early to know if this trend will continue to grow. The Legislative Analyst's Office is expected to release its midyear assessment in November, which will provide a little clearer outlook prior to the release of the Governor's spending plan in January. As you know California relies heavily on income tax, in particular capital gains taxes, from the wealthy, so if the stock market falls so does California's revenue.

TIRCP Cycle 6: CalSTA has released the draft [guidelines](#) for the next Transit and Intercity Rail Capital Program (TIRCP) Cycle 6. Workshops have been scheduled for November 3rd for large applicants and November 4th for small applicants. The deadline to submit comments on the draft guidelines is November 7th. Project applications for Cycle 6 are currently due February 10th, and the award announcement is expected in April.

Cycle 6 will be a significant investment in transportation and transit projects. Over \$3.63 billion will be available for TIRCP projects, and an additional \$350 million is dedicated to High Priority Grade Crossing Improvement and Separation projects. State budget guidance specifies that \$1.83 billion is dedicated to TIRCP projects in Southern California (Ventura, Los Angeles, Orange, San Bernardino, Riverside, San Diego, and Imperial counties) and \$1.5 billion for projects in the rest of the state. Both the funding pots require at least \$900 million be used for existing TIRCP projects that can demonstrate a need for additional funding in order to leverage additional federal funds.

CAPTI Progress Report: This week CalSTA released its first progress [report](#) on implementing the Climate Action Plan for Transportation Infrastructure (CAPTI). The Assembly Committee on Transportation is expected to hold an informational hearing on this report, a date for the hearing has not been set yet.

According to the report the state has completed or made substantial progress on 88% of the 34 action items identified in CAPTI. Among the successes highlighted in the report include: the addition of 9 new multi-modal projects to the Interregional Transportation Improvement Program, the addition of pro-housing principles added to the guidelines for TIRCP and other programs, and changes to the TIRCP Cycle 5 guidelines that direct funds toward zero emission transit projects.



October 5, 2022

The following reflects the final status on legislative positions NVTA adopted during the 2022 legislative session.

Table 1: BOARD POSITION ITEMS

Bills	Subject	Status	Client Positions
<u>AB 1638</u> <u>(Kiley R)</u> Motor Vehicle Fuel Tax Law: suspension of tax.	<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>	DEAD	OPPOSE
<u>AB 1713</u> <u>(Boerner Horvath D)</u> Vehicles: required stops: bicycles.	<p>AB 1713 stalled on the Senate Floor.</p> <p>This bill 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.</p> <p>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>	DEAD	WATCH

<u>AB 1713</u> (continued)	AB 1713 would sunset on January 1, 2029. The bill requires the CHP to submit by January 1, 2028, a report on the effects of cyclists using the safety stop.		
<u>AB 1778</u> (<u>Garcia, Cristina D</u>) State transportation funding: freeway widening: poverty and pollution:	AB 1778 would prohibit state funds or personnel time from being used to fund or permit freeway projects, as specified, within or adjacent to census tracts that fall within the zero to 40th percentile on the “California Healthy Places Index” as calculated using certain housing and environmental variables. This would essentially halt freeway expansion projects in most urbanized areas.	DEAD	WATCH
<u>AB 1909</u> (<u>Friedman D</u>) Vehicles: bicycle omnibus bill.	<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. 	Signed Into Law Chapter 343, Statutes of 2022	WATCH

<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 1919</u> <u>(Holden D)</u> Transportation: free student transit passes.	<p>As amended, AB 1919 creates a five-year Youth Transit Pass Pilot Program to provide grants to transit agencies to create or expand free fare transit programs for college and K-12 students.</p> <p>The Governor stated in his veto message, “(AB 1919) costs will likely exceed \$115 million annually. With our state facing lower-than-expected revenues over the first few months of this fiscal year, it is important to remain disciplined when it comes to spending, particularly spending that is ongoing.”</p> <p>Contingent upon funds being appropriated the bill would allow transit operators to apply to Caltrans for funds to create or expand existing free fare programs. The funds would be awarded based on the operator’s proportional share fare box revenues based on the 2018-19 fiscal year. The bill also stipulates that an educational institution may not participate if the receipt of the funds would invalidate an existing free fare funding program.</p> <p>AB 1919 directs Caltrans to submit a report by January 1, 2027, that will be prepared in consultation with transit operators on the outcome of the program.</p>	VETOED	SUPPORT
<u>AB 1938</u> <u>(Friedman D)</u> Transit and Intercity Rail Recovery Task Force.	<p>AB 1938 was recently gutted and amended to now allow local governments to round down to the nearest 5 miles per hour increment based on the 85th percentile speed survey.</p> <p>Previously, AB 1938 proposed to create the Transit Recovery Task Force. The Task Force would be comprised of representatives from the University of California, local governments, MPOs, transit operators, labor, bike and pedestrian groups, and transportation advocacy groups.</p>	Signed Into Law Chapter 406, Statutes of 2022	WATCH (Prior Version)

<p><u>AB 1944</u> (Lee D) Local government: open and public meetings.</p>	<p>AB 1944 remained in the Senate Committee on Governance & Finance and did not move forward this year. The Committee had concerns about the significant flexibility granted the members of local legislative bodies to participate remotely.</p> <p><i>The Governor did sign into law AB 2449 (Rubio). While similar to AB 1944, this bill would allow for remote participation if at least a majority of the governing board participate at a single location. The bill also places restrictions on the reasons to participate remotely.</i></p> <p>AB 1944 would allow members of legislative body to continue to participate in a Brown Act meeting remotely, and if from a non-public location the member is not required to disclose the address. In addition, AB 1944 requires the governing body if it chooses to allow for remote participation of its members, to also provide video streaming and offer public comment via video or phone.</p>	DEAD	WATCH
<p><u>AB 1993</u> (Wicks D) Employment: COVID-19 vaccination requirements.</p>	<p>Assemblywoman Wicks has announced that she will not be moving AB 1993 forward this year. 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. 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>	DEAD	WATCH
<p><u>AB 2097</u> (Friedman D) Residential and commercial development: remodeling, renovations, and additions: parking requirements.</p>	<p>AB 2097 would generally prohibit public agencies from enforcing minimum automobile parking requirements for residential, commercial, and other developments if the parcel is located within one-half mile walking distance of either a “high quality transit corridor” or a “major transit stop.”</p>	Signed Into Law Chapter 459, Statutes of 2022	SUPPORT

<p><u>AB 2097</u> (continued)</p>	<p>In a rare signing message, Governor Newsom stated, <i>“While this bill will undoubtedly have a positive impact in reaching our state’s climate and housing goals, we must be vigilant in guarding against earnestly unintended consequences. In the absence of this important state policy change, many local governments have rightly taken it upon themselves to craft transit-oriented housing incentive programs. It is not our intent in creating this new law to undermine the efficacy of these local initiatives. Therefore, I am directing the Department of Housing and Community Development to closely monitor implementation of this bill and identify any unintended outcomes, including impacts to affordable housing development in downtown-oriented development areas.”</i></p> <p>AB 2097 was amended to allow local governments to maintain parking minimums if the exemption would have substantial negative impacts. The bill also categorically exempts specified projects such as a hotel or motel.</p> <ul style="list-style-type: none"> • “Major transit stop” includes an existing rail or BRT station, ferry terminal, or the intersection of two or more bus routes with peak commute period headways of 15 minutes or less. • “High-quality transit corridor” includes a corridor with fixed route bus service with peak commute headways of less than 15 minutes. 		
<p><u>AB 2120</u> <u>(Ward D)</u> Transportation finance: federal funding: bridges.</p>	<p>AB 2120 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>	DEAD	SUPPORT

<p><u>AB 2147</u> (Ting D) Pedestrians</p>	<p>AB 2147 amends existing law to direct that a peace officer shall not stop a pedestrian for a violation involving an illegally 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.</p>	<p>Signed Into Law Chapter 957, Statutes of 2022</p>	<p>WATCH</p>
<p><u>AB 2237</u> (Friedman D) Transportation planning: regional transportation improvement plan: sustainable communities strategies: climate goals.</p>	<p>Assemblywoman Friedman will likely hold an informational hearing on this measure and AB 2438, which was vetoed. The release of the Climate Action Plan for Transportation Infrastructure (CAPTI) Implementation Progress Report sometime this month will likely influence the direction Assemblywoman Friedman will take on reintroducing these measures.</p> <p>This bill would require regional transportation planning agencies (RTPA) 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 (SCS) and the state's climate goals. The bill would also require projects funded with local transportation sales tax funds to also be included in SCS.</p>	<p>DEAD</p>	<p>WATCH</p>
<p><u>AB 2336</u> (Friedman D) Vehicles: Speed Safety System Pilot Program.</p>	<p>Assemblywoman Friedman has said she is considering reintroducing this measure.</p> <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, Palm Springs, and the City and County of San Francisco the authority to install speed safety systems.</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%.</p>	<p>DEAD</p>	<p>SUPPORT</p>

<p><u>AB 2438</u> <u>(Friedman D)</u> Transportation funding: alignment with state plans and greenhouse gas emissions reduction standards.</p>	<p>AB 2438 requires various state transportation programs to incorporate strategies from the Climate Action Plan for Transportation Infrastructure (CAPTI) into program guidelines. Also requires various state agencies to establish new transparency and accountability guidelines for certain transportation funding programs</p> <p>In his veto message, Governor Newsom included the following, <i>"Linking these programs in statute to a specific iteration of this plan inhibits the state's ability to appropriately respond to the evolution of the state's response to climate change. My Administration will continue collaborating with transportation stakeholders to increase program funding accountability and transparency as well as enhance financial planning for climate change impacts to transportation infrastructure."</i></p>	VETOED	Watch
<p><u>AB 2449</u> <u>(Rubio, Blanca D)</u> 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>The provisions made in AB 2449 would sunset on January 1, 2028.</p>	Signed Into Law Chapter 285, Statutes of 2022	WATCH
<p><u>AB 2622</u> <u>(Mullin D)</u> 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 and would extend the sunset date on the sales tax exemption from January 1, 2024, to January 1, 2026.</p>	Signed Into Law Chapter 353, Statutes of 2022	SUPPORT

<p><u>ACA 1</u> (<u>Aguiar-Curry D</u>) 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>DEAD</p>	<p>Support</p>
<p><u>SB 674</u> (<u>Durazo D</u>) Public Contracts: workforce development: transportation-related contracts.</p>	<p>At the end of session, SB 674 was removed from the Inactive File, and substantially amended.</p> <p>As amended, SB 674 requires a contractor or subcontractor, until January 1, 2028, that is awarded a state contract, a subsidy, a grant, or a loan, for the acquisition of zero-emission transit vehicles or electric vehicle supply equipment valued at ten million dollars or more, to incorporate high road job standards in their application.</p> <p>As specified in the bill, these new requirements would apply to grants provided by Caltrans that exceed \$10 million for the purchase of zero emission buses. The bill would require contractors to agree to provide specified information about their workers if awarded a contract. The local entity that awards the contract would be required to receive specified reports, and withhold funds from the award if the contractor fails to comply with the reporting requirements.</p>	<p>Signed Into Law Chapter 353, Statutes of 2022</p>	<p>WATCH</p>
<p><u>SB 852</u> (<u>Dodd D</u>) 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>Signed Into Law Chapter 266, Statutes of 2022</p>	<p>SUPPORT</p>

<p><u>SB 878</u> (<u>Skinner D</u>) School transportation.</p>	<p>SB 878 was gutted and amended by the Assembly Appropriations Committee to become a study bill.</p> <p>Previously, SB 878 would create a program to provide home-to-school transportation to all students, by providing school bus service or by contracting with public transit operators.</p> <p>As amended, SB 878 directs the California Department of Education to convene a workgroup that includes school transportation stakeholders and school transportation providers to develop recommendations pertaining to safety standards for drivers of unaccompanied minors to school.</p>	DEAD	WATCH
<p><u>SB 917</u> (<u>Becker D</u>) Seamless Transit Transformation Act.</p>	<p>SB 917 directs MTC to work with transit operators to develop the Connected Network Plan, adopt an integrated transit fare structure, develop a comprehensive regional transit wayfinding system, and establish an open-source real-time transit information system.</p> <p>SB 917 was held on the Assembly Appropriations Suspense File. No reason was given. However, several amendments were still being negotiated, and the bill would create cost pressures, so it is not surprising that the bill was held.</p> <p>Amendments did address some concerns expressed by Bay Area operators with respect to the time deadlines, concerns regarding the integrated fare plan requirements, and establishing the Regional Transit Coordinating Council.</p>	DEAD	SUPPORT IF AMENDED
<p><u>SB 922</u> (<u>Wiener D</u>) California Environmental Quality Act: exemptions: transportation-related projects.</p>	<p>SB 922 expands CEQA exemptions for specified transit, bicycle, and pedestrian projects, and extends these exemptions from 2023 to 2030.</p> <p>Specifically, the bill makes the following changes:</p> <ul style="list-style-type: none"> • Exempts from CEQA, until January 1, 2030, active transportation plans and pedestrian plans, if the lead agency holds noticed public hearings • For the SB 288 projects, this bill extends the January 1, 2023, sunset until 2030, but these projects shall not add 	Signed Into Law Chapter 987, Statutes of 2022	SUPPORT

<u>SB 922</u> (continued)	infrastructure or striping that increases automobile capacity. Expands the type of transit prioritization projects.		
<u>SB 942</u> (Newman D) Low Carbon Transit Operations Program: free or reduced fare transit program.	SB 946 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. As amended in the Assembly Transportation Committee, operators would be required to submit the initial allocation request and then for the next three year annually submit documentation that the program is meeting the greenhouse gas (GHG) reduction requirements.	Signed Into Law Chapter 988, Statutes of 2022	SUPPORT
<u>SB 1049</u> (Dodd D) Transportation Resilience Program.	Similar to proposed budget trailer bill language, SB 1049 would establish the Transportation Resilience Program within Caltrans. SB 1049 remains in the Assembly Transportation Committee and will not be moving forward. 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.	DEAD	SUPPORT
<u>SB 1050</u> (Dodd D) State Route 37 Toll Bridge Act.	SB 1050 would create the SR-37 Toll Authority that would be administered by the Bay Area Infrastructure Financing Authority. Amendments accepted in the Assembly Transportation Committee require MTC/BATA to submit an application to the CTC to operate a toll facility on Hwy 37. 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	DEAD	SUPPORT

<p><u>SB 1050</u> (continued)</p>	<p>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 nonmotorized options on the toll bridge or in the segment of State Route 37 corridor.</p>		
<p><u>SB 1100</u> (Cortese D) Open meetings: orderly conduct.</p>	<p>SB 1100 would authorize the removal of an individual 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>	<p>Signed Into Law Chapter #171, Statutes of 2022</p>	<p>WATCH</p>
<p><u>SB 1121</u> (Gonzalez D) State and local transportation system: needs assessment.</p>	<p>SB 1121 would require the California Transportation Commission (CTC) in cooperation with Caltrans and CalSTA to biennially develop a needs assessment of the cost to operate, maintain, and provide for the future growth and resiliency of the state and local transportation system.</p> <p>The bill defines “state and local transportation system” to include public transit systems, including operations, as well as bicycle and pedestrian facilities. The CTC would also be required to consult with transit operators, transportation planning agencies, and local governments in developing the assessment.</p>	<p>Signed Into Law Chapter 508, Statutes of 2022</p>	<p>SUPPORT</p>