



625 Burnell Street
Napa, CA 94559

Agenda - Final

**Wednesday, September 16, 2020
1:30 PM**

MEETING LOCATION: REFER TO COVID-19 SPECIAL NOTICE

NVRTA Board of Directors

******COVID-19 SPECIAL NOTICE******
**PUBLIC MEETING GUIDELINES FOR PARTICIPATING
VIA PHONE/VIDEO CONFERENCE**

Consistent with Executive Orders No. N-25-20 and N-29-20 from the Executive Department of the State of California and Napa County's Shelter in Home Order issued March 18, 2020 and further extended, a physical location will not be provided for the Napa Valley Transportation Board of Directors meeting. The public is invited to participate telephonically or electronically via the methods below:

To observe the meeting by video conference, click on (or copy and paste) the link below at the noticed meeting time: <https://zoom.us/join> and enter meeting ID 997 5007 2830.

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

To observe the meeting by phone, call 1 (669) 900-6833 at the noticed meeting time, then enter Meeting ID 997 5007 2830. When asked for the participant ID or code, press #.

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>

How to Submit a Public Comment

1. Members of the public may submit a public comment in writing by emailing info@nvta.ca.gov by 11 a.m. on the day of the meeting with PUBLIC COMMENT identified in the subject line of the email. For comments to be read into record, emails with the equivalent of a maximum of 3 minutes shall contain in the subject line "Public Comment-Not on the Agenda" or "Public Comment-Agenda Item # (include item number)". All written comments should be 350 words or less, which corresponds to approximately 3 minutes of less of speaking time. All other written comments received will still be provided to the Board of Directors and be included as part of the meeting record.
2. To comment during a virtual meeting (Zoom), click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the Agenda item. You will be unmuted when it is your turn to make your comment for up to 3 minutes. After allotted time, you will be re-muted.
Instructions for how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.
3. To comment by phone, press **"*9"** to request to speak when Public Comment is being taken on the Agenda item. You will be called upon by the last four digits of your phone number and phone participants must unmute themselves by pressing ***6** when called upon and will be provided up to 3 minutes to comment. After your allotted time, you will be re-muted.

This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Translation Services: If you require a translator to facilitate testimony to the NVTA, please contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 no later than 48 hours in advance of the scheduled meeting.

This Agenda may also be viewed online by visiting the NVTA website <https://legistar.com/Calendar.aspx>.

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. Director's Update
8. Caltrans' Update

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

9. CONSENT AGENDA ITEMS (9.1 - 9.2)

- 9.1 **Approval of Special Meeting Minutes of August 19, 2020 (Karrie Sanderlin) (Pages 10-13)**

Recommendation: Board action will approve the meeting minutes of August 19, 2020.

Estimated Time: 1:45 p.m.

Attachments: [Draft Minutes](#)

**9.2 Approval of NVTA Agreement No. 20-16 with TJKM
Transportation Consultants (Alberto Esqueda) (Pages 14-30)**

Recommendation: Board action will authorize the Executive Director to execute, and make minor modifications, to NVTA Agreement No. 20-16 with TJKM Transportation Consultants to obtain Vehicle Miles Traveled (VMT) analysis to assist with a transportation impact evaluation project to be performed within the County of Napa in an amount not to exceed \$72,000.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

10.1 Vine Transit Update (Alan Budde) (Pages 31-37)

Recommendation: Information only. The Board will receive an update on the operational performance for the Vine Transit services covering the third and fourth quarter of Fiscal Year 2019-20 and operational and service changes related to the pandemic.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

**10.2 Resolution No. 20-18 Endorsing the Riding Together: Bay Area
Healthy Transit Plan (Kate Miller) (Pages 38-68)**

Recommendation: Board action will approve Resolution No. 20-18 endorsing the Riding Together: Bay Area Healthy Transit Plan and agrees to report health metrics related to the COVID-19 pandemic with the baseline health measures set forth in the Riding Together: Bay Area Healthy Transit Plan.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

10.3 Resolution No. 20-19 Approving the Lifeline Transportation Program Cycle 6 Project Funds for Fiscal Year (FY) 2018-19 and Fiscal Year (FY) 2019-20 for the Napa County Program of Projects (Diana Meehan) (Pages 69-77)

Recommendation: Board action will approve Resolution No. 20-19 adopting the Lifeline Transportation Program Cycle 6 program of projects.

Estimated Time: 2:15 p.m

Attachments: [Staff Report](#)

10.4 Imola Avenue Corridor Complete Streets Improvement Plan (Diana Meehan) (Pages 78-82)

Recommendation: Board action will approve the Imola Avenue Corridor Complete Streets Improvement Plan.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

10.5 Task Order Agreements in Response to the Request for Qualifications (RFQ) 2020-04 for On-Call Planning Services (Danielle Schmitz) (Pages 83-145)

Recommendation: Board action will authorize the Executive Director to execute, and make minor modifications, to up to fourteen (14) task order agreements for on-call planning services, each for a term not to exceed five (5) total years.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

10.6 Legislative Update and State Bill Matrix (Kate Miller) (Pages 146-157)

Recommendation: The Board will receive the State Legislative update prepared by Platinum Advisors and approve board position recommendations for bills on the State Bill Matrix.

Estimated Time: 3:00 p.m.

Attachments: [Staff Report](#)

11. PRESENTATIONS

11.1 Napa Valley Vine Trail Coalition (NVVTC)

Recommendation: Information only. The NVVTC will provide an overview of the 47-mile long trail, segments delivered to date, segments that are active, next segments to be completed or planned, and NVVTC funding commitments and progress on raising funds.

Estimated Time: 3:15 p.m.

12. FUTURE AGENDA ITEMS

13. CLOSED SESSION

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

Title: Executive Director

Estimated Time: 3:30 p.m.

14. ADJOURNMENT

14.1 Approval of Next Regular Meeting of Wednesday, October 21, 2020 at 1:30 p.m. and Adjournment

Estimated Time: 4:00 p.m.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, September 11, 2020.

Karalyn E. Sanderlin (e-sign) September 9, 2020
Karalyn E. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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

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

625 Burnell Street
Napa, CA 94559

Wednesday, August 19, 2020

11:00 AM MEETING LOCATION: REFER TO COVID-19 SPECIAL NOTICE

*******Special Meeting*******

1. Call to Order

Chair Pedroza called the meeting to order at 11:05 a.m.

2. Roll Call

Leon Garcia
Jill Techel
Alfredo Pedroza
Paul Dohring
Mark Joseph
Geoff Ellsworth
Liz Alessio
Gary Kraus
Beth Kahiga
Chris Canning
John F. Dunbar
Kerri Dorman
Belia Ramos

3. Pledge of Allegiance

Board member Dohring led the Pledge of Allegiance.

4. Adoption of the Agenda

Motion MOVED by DOHRING, SECONDED by JOSEPH to APPROVE adoption of the agenda.

Motion carried by the following roll call vote:

Aye: 19 - Garcia, Techel, Pedroza, Dohring, Joseph, Ellsworth, Alessio, and Kraus

Absent: 5 - Canning, Dunbar, Dorman, and Ramos

5. Public Comment

None

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

None

7. Director's Update

None

9. CONSENT AGENDA ITEMS (9.1-9.2)

Motion **MOVED** by DOHRING, **SECONDED** by JOSEPH to **APPROVE** Consent Items 9.1-9.2. Motion carried by the following roll call vote:

Aye: 19 - Garcia, Techel, Pedroza, Dohring, Joseph, Ellsworth, Alessio, and Kraus

Absent: 5 - Canning, Dunbar, Dorman, and Ramos

9.1 Approval of Meeting Minutes of July 15, 2020 (Karrie Sanderlin) (Pages 7-12)

Attachments: [Draft Minutes](#)

Board action approved the meeting minutes of July 15, 2020.

9.2 Approval of Resolution No. 20-16, Resolution of Local Support Authorizing the Filing of an Application for Funding Assigned to MTC and Committing Any Necessary Matching Funds and Stating Assurance to Complete the Project (Danielle Schmitz) (Pages 13-20)

Attachments: [Staff Report](#)

Board action approved Resolution No. 20-16 authorizing the filing of an application for funding under Sub-Housing Incentive Pool Program for the Imola Park and Ride Project.

10. REGULAR AGENDA ITEMS

10.1 Resolution No. 20-17 Approving the California Environmental Quality Act (CEQA) Mitigated Negative Declaration and Adopting the Mitigation Monitoring and Reporting Program for the Napa Valley Vine Trail: St. Helena to Calistoga Section (Rebecca Schenck) (Pages 21-67)

Attachments: [Staff Report](#)

The IS/MND was prepared to evaluate the potential environmental effects associated with the construction and operation of the proposed Napa Valley Vine Trail St. Helena to Calistoga Section and includes a description of the proposed Project; an evaluation of the Project's potential environmental impacts; the findings of the environmental analyses; and recommended standard conditions and mitigation measures to lessen or avoid the project's potential significant adverse impacts on the environment.

Based on the environmental checklist form completed for the proposed Project and supporting environmental analysis, the Project would have no impact or a less than significant impact on the following environmental issue areas: aesthetics, air quality, energy, greenhouse gas emissions, hydrology, land use, mineral resources, population and housing, public services, recreation, transportation, utilities and service systems, and wildfire. The proposed Project's impacts on the following issue areas would be less than significant with the implementation of mitigation: agriculture, biological resources, cultural resources, geology and soils, hazards, noise, and tribal cultural resources. All impacts would be less than significant after mitigation.

Comments were received on the IS/MND from the California Department of Forestry and Fire Protection (CALFIRE), Napa Valley Vine Trail Coalition and local residents and property owners. A total of 11 entities or people made comments regarding environmental issues. These comments were addressed in a Response to Comments Appendix included with the Final IS/MND. A Mitigation Monitoring and Reporting Program has been prepared to ensure CEQA compliance during project implementation.

Public comment was provided by Phillip Sales, Executive Director, Napa Valley Vine Trail Coalition.

Motion MOVED by GARCIA, SECONDED by JOSEPH to APPROVE (1) Resolution 20-17 adopting the Napa Valley Vine Trail Project – St. Helena to Calistoga Section California Environmental Quality Act (CEQA) for the Mitigated Negative Declaration and adopting the Mitigation Monitoring and Reporting Program and (2) directing staff to file a Notice of Determination for the CEQA document. Motion carried by the following roll call vote:

Aye: 21 - Garcia, Techel, Pedroza, Dohring, Joseph, Ramos, Ellsworth, Alessio, and Kraus

Absent: 3 - Canning, Dunbar, and Dorman

10.2 Approval of Napa Valley Transportation Authority (NVTA) Agreement No. 20-14 Financial Advisory Services (Antonio Onorato) (Pages 68-104)

Attachments: [Staff Report](#)

Board action approved the agreement with KNN Public Finance for financial advisory services.

Motion MOVED by GARCIA, SECONDED by JOSEPH to APPROVE authorizing the Executive Director to execute and make minor changes to Agreement No. 20-14 with KNN Public Finance for financial advisory services to secure Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance in an amount not to exceed \$112,750. Motion carried by the following roll call vote:

Aye: 20 - Garcia, Techel, Pedroza, Dohring, Joseph, Ramos, Alessio, and Kraus

Absent: 4 - Canning, Dunbar, Dorman, and Ellsworth

12. ADJOURNMENT

12.1 Approval of Next Regular Meeting of Wednesday, September 16, 2020 at 1:30 p.m. and Adjournment

The next regular meeting is scheduled for Wednesday, September 16, 2020 at 1:30 p.m.

Chair Pedroza adjourned the meeting at 11:35 a.m.

Karalyn E. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Approval of Napa Valley Transportation Authority (NVTA) Agreement No. 20-16 with TJKM Inc. for Vehicle Miles Traveled (VMT) Analysis and Mitigation Tool

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor modifications to Agreement No. 20-16 with TJKM Inc.

EXECUTIVE SUMMARY

SB 743 was signed into law in 2013 and updates the way transportation impacts are measured in California for new development projects to create more options for Californians to drive less. Specifically, the law has changed the way developer project traffic impacts are analyzed under the California Environmental Quality Act (CEQA) necessitating a new modeling tool that measures traffic impacts in Vehicle Miles Traveled (VMT). The tool that will be developed under this contract will create tailored project screening criteria for each jurisdiction, assist in the VMT analysis and produce a VMT mitigation tool that jurisdictions can use to implement strategies to reduce vehicle miles potentially generated by new projects.

FISCAL IMPACT

None to NVTA. Jurisdictions will all contribute to cover the cost of the coordinated effort.



September 16, 2020
NVRTA Agenda Item 9.2
Continued From: New

Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Alberto Esqueda, Senior Program Planner/ Administrator
(707) 259-5976 / Email: aesqueda@nvta.ca.gov
SUBJECT: Approval of Napa Valley Transportation Authority (NVRTA) Agreement No. 20-16 for Vehicle Miles Travel Mitigation Tool

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director to execute and make minor changes to Agreement No. 20-16 (Attachment 1) with TJKM Transportation Consultants for Vehicle Miles Traveled (VMT) analysis, a VMT Mitigation Tool, and VMT Thresholds in an amount not to exceed \$72,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

SB 743 has changed how traffic impacts are analyzed in the California Environmental Quality Act (CEQA). Prior to its passage, developer project traffic impacts were analyzed using a Level of Service (LOS) rating based on projected congestion on roads or at intersections.

SB 743 changed the assessment of traffic impacts in the environmental review process to the length of trips and requires jurisdictions to use VMT to assess traffic impacts for new developments. SB 743 guidance also requires project sponsors to lessen the impacts of a project's VMT and implement strategies to reduce the number of automobile trips or the length of trips. Strategies to mitigate a project's VMT generation may include altering the project's characteristics or location so that it generates fewer auto trips or trips of shorter distance. Other changes may include locating the project closer to public transit facilities, changing the project's characteristics to include a broader mix of complementary

land uses, requiring amenities to support bicycling and walking, or adopting paid parking, among others.

While many VMT mitigation strategies are already available for each jurisdiction, a modeling tool is required to accurately calculate VMT generation, assist with project screening and to provide a consistent methodology to measure VMT reduction for each strategy implemented. This tool, in combination of NVTA Travel Model, will allow TJKM to develop a tailored tool for each jurisdiction that will establish project-screening criteria.

NVTA has met with the Planning Directors in all jurisdiction and they expressed interest in NVTA coordinating the effort to develop this tool as NVTA maintains the travel model. NVTA Executive Director discussed the plan of action with city managers and county executive and they have approved funding the cost to develop the tool. NVTA staff will manage the contract and coordinate the work with TJKM. NVTA also funds the annual travel model maintenance contract which includes TJKM running the model as necessary.

When NVTA staff initially broached the subject with the jurisdictions on the need and cost of the SB 743 modeling tool, NVTA staff had estimated costs based on other regional county transportation agencies' experience. These costs came in excess of \$100,000. TJKM has quoted \$60,000; however, staff anticipates additional work may be needed to refine the tool to each jurisdiction's requirements. Therefore, staff is requesting that the board approve the contract in the amount of \$60,000 plus 20% contingency for a total not to exceed amount of \$72,000.

ALTERNATIVES

NVTA could not contract with TJKM on one consistent VMT tool and individual jurisdictions would have to come up with their own tool or contract out the work separately.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Partnering with all six jurisdictions has resulted in reduced costs.

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

The tool will mitigate the impacts of driving, reduce vehicle miles traveled and related harmful emissions and support the emission reduction targets required by SB 375.

ATTACHMENT

(1) NVTA Agreement No. 2016 with TJKM

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 20-16

THIS AGREEMENT is made and entered into as of this 1st day of September, 2020, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and TJKM Transportation Consultants, whose mailing address is 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain a Vehicle Miles Traveled (VMT) Analysis to assist with a transportation impact evaluation project to be performed within the County of Napa and its jurisdictions; and

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

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and **shall expire on December 31, 2021**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **not to exceed \$60,000** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

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

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

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

duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTa may monitor the work performed by CONTRACTOR. NVTa shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

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

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. In the event that CONTRACTOR becomes the owner of any vehicles used in conjunction with CONTRACTOR's business during the term of this Agreement, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement comprehensive automobile liability insurance covering such owned vehicle or vehicles.

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

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of

CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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

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

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

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

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

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

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

NVTa

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

CONTRACTOR

TJKM Transportation Consultants
Najan Amin, PE, President
4305 Hacienda Drive, Suite 500
Pleasanton, CA 94588

15. Compliance with NVTa Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NVTa and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers,

agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

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

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

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 14, 2005. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

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

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

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

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

such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

19. **Interpretation; Venue.**

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition

to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTa by the State of California pursuant to Agreement between NVTa and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

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

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section in all such subcontracts as obligations of the subcontractor.

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTa harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTa is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTa with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTa, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where

longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

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

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

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

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

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

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

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

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

“NVT A”

“CONTRACTOR”
TJKM Transportation Consultants

By _____
KATE MILLER, Executive Director

By _____
NAJAN AMIN, President

Attested:

By _____
KARALYN E. SANDERLIN
NVT A Board Secretary

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

EXHIBIT A

SCOPE OF SERVICES

I. **GENERAL.** CONTRACTOR shall perform a specialized Vehicle Miles Traveled (VMT) Analysis for a transportation impact evaluation project to be performed within the County of Napa and its jurisdictions.

II. **SCOPE OF WORK.** Services to be provided by CONTRACTOR in support of the project, include but not limited to, are:

TASK 1 Set-up a Methodology to calculate VMT metrics. CONTRACTOR shall use the latest calibrated and validated SNABM model to calculate vehicle miles traveled (VMT) by various levels of geography including traffic analysis zone, city, super district and county. VMT summary by area type such as urban, sub-urban, and rural as needed. Metrics shall be prepared by:

- *Per Capita Residential VMT* for evaluating residential projects.
- *Per Employee VMT* for evaluating projects that propose general employment uses (office, industrial, etc.).
- *Net Change in VMT* for evaluating customer-serving commercial projects (retail, restaurants, hotels, etc.), transportation projects (including roadway capacity expansion, etc.), and area plans (General Plans, Specific Plans, etc.).

TASK 2 Setting up a VMT evaluation process for various projects.

CONTRACTOR shall set-up a process for VMT evaluation for projects of various sizes and types. Process should at minimum include:

- *Initial screening.* A process by simply looking at the VMT heat map to see if the project is located in any area that meets the VMT thresholds. This could be area near a "high-quality transit" stop, areas with VMT that are much lower than the regional average etc. In this case, there is no need for VMT evaluation for certain types of land uses.
- *Use of Sketch Tool to calculate VMT.* Create an Excel spreadsheet tool to quickly calculate VMT for a project that does not pass the initial screening. A number of regions in the bay area including Alameda CTC, Sonoma TA, Santa Clara VTA are using a modified version of the open source San Diego VMT Tool.
- *Run the Travel Demand Model.* For customer-serving or visitor-serving commercial uses, specific Plans, general Plan updates, and transportation projects (such as roadway expansion), it is recommended to run the travel model to calculate the VMT metrics.

- Determine if Level of Service Measures (LSM) should be retained for non-CEQA planning and analysis purposes.

TASK 3 Set-up of VMT Thresholds. CONTRACTOR shall provide the set-up of VMT Thresholds in accordance with SB 743/OPR established guidelines for/by:

- *Residential Projects*
- *Office Projects*
- *Retail Projects*
- *Transportation Projects* (such as freeway widenings, transit projects, etc.)
- *Other Types of Development Projects* (including industrial projects, hotels, schools, etc.)
- *Mixed-use Projects*

CONTRACTOR shall in coordination with NVTA conduct a training workshop with all its stakeholders on the proper use of the VMT Tool.

TASK 4 Addition of Wineries and Other Special Generators.

With the assistance of the SNABM model and the passenger and truck trip models CONTRACTOR shall create a special generator that shall include the calculation of visitor trips to wineries and added vehicle trips associated but not captured in the existing processes. Origins and destinations of trips shall be calibrated using the data collected as part of the Travel Behavior study. NVTA will provide available information related to wineries and other special generators such as acreage, number of employees, etc.as needed.

CONTRACTOR shall prepare and provide NVTA with all the documentation and worksheets/tools as described under Tasks 1 -4 for their use.

III. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report.

EXHIBIT B

COMPENSATION RATES

CONTRACTOR's compensation rates and tasks to be performed are:

TASK/PHASE	DESCRIPTION	COST
1	Set-up of Methodology to calculate VMT metrics. Develop Vehicle Miles Traveled (VMT) Metrics by jurisdiction (VMT per capita, per employee, etc.) and perform QA/QC	\$ 8,800
2	Set-up of VMT evaluation process for various projects. Create VMT Tool based on SANDAG Tool	\$ 21,200
3	Set-up of VMT Thresholds. Assist Napa jurisdictions to develop VMT Thresholds	\$ 23,000
4	Addition of Wineries and Other Special Generators. Add wineries and special generators to the model and VMT calculation	\$ 7,000
TOTAL COST		\$ 60,000

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 \$60,000. Maximum payments under this Agreement shall not be construed as guaranteed sums.

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

Any "optional or as needed work" not described in EXHIBIT A to be performed by CONTRACTOR and their associated costs must be approved by NVTA prior to performance.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Vine Transit Update

STAFF RECOMMENDATION

Information only. This report will provide an update on the operational performance for Vine Transit services covering the third and fourth quarter of Fiscal Year (FY) 2019-20, which is January 2020 to June 2020, as well as July 2020. The report will also provide an update on operational and service changes related to the pandemic.

EXECUTIVE SUMMARY

In response to the COVID-19 pandemic and public health orders issued by the State and County of Napa starting in March, a series of service modifications were implemented in the system in response to lower ridership. A number of safety practices including mandatory mask usage and installation of clear protective driver barriers have been installed on fixed route vehicles. The pandemic offered an opportunity to introduce an On Demand service pilot program which allows rides to be requested on a mobile app or by phone call. To adhere to social distancing between riders and employees, fare collection was suspended in March. The new driver barriers will allow fare collection to resume on September 13, 2020.

NVRTA continues to support auxiliary Emergency Operation Center (EOC) functions that include meal delivery to residents in isolation and quarantine sites, food bank distribution while centers are closed to the public, and related transportation. NVTA was also activated as part of the Napa Lightning Complex response on August 19 to support potential evacuation requests.

Ridership across services fell steeply starting in March with lows in April and May and then began to slowly recover starting in June. Ridership still remains lower than pre-COVID at about 11% for VineGo, 30% for Community Shuttles, and 50% for Regional and Express Fixed Routes.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Alan Budde, Transit Manager
(707) 259-8635 / Email: abudde@nvta.ca.gov
SUBJECT: Vine Transit Update

RECOMMENDATION

Information only. This report will provide an update of the operational performance for Vine Transit services covering the third and fourth quarter of Fiscal Year (FY) 2019-20, which is January 2020 to June 2020, as well as July 2020. The report will also provide an update on operational and service changes related to the pandemic.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In response to the COVID-19 pandemic and public health orders issued by the State and County of Napa starting in March, a series of service modifications were instituted. Specifically, service hours were reduced, fare payment was suspended, seat spacing was introduced, and buses began using rear door only boarding whenever feasible. In mid-March, service hours on Routes 10 and 11 were reduced to a Saturday schedule during weekdays. Routes 10X and 11X were suspended – after already showing mixed ridership performance in the months preceding the pandemic. On April 27th, local fixed route services in the City of Napa (A-H) were suspended and transitioned to On-Demand service for local trips. On May 13th following the County of Napa's revised Shelter at Home order, NVTA posted notices requiring use of face coverings by passengers and staff.

NVTA is working with the Vine operator, Transdev, to install clear protective barriers in the driver's compartments on transit buses, for the protection of drivers and passengers. The project is expected to be complete in early September. Currently, there is not an established option for the smaller, cutaway shuttle buses. Once the barrier installation is completed, Vine will recommence fare collection on Sunday, September 13th on all

services. Napa On-Demand riders will pay the same local \$1.60 full fare, \$1.10 student fare, and \$0.80 reduced fare for elderly and disabled riders that was previously established for local routes. Day, 20-ride, and 31-day fare passes will also be accepted. Using Clipper is encouraged and NVTa in partnership with MTC and other transit operators will be rolling out a full Clipper marketing campaign to introduce the new Clipper-START program for low income adults and the next generation of Clipper.

NVTa continues to support auxiliary Emergency Operation Center (EOC) functions that include meal delivery to residents in isolation and quarantine sites, food bank distribution while centers are closed to the public, and related transportation. NVTa was also activated as part of the Napa Lightning Complex response on August 19 to support potential evacuation requests.

Fixed Route Performance

The entire Vine system experienced steep ridership declines starting in March with a low in April and May. During June and July, ridership on Regional and Express Services increased by 18% compared to the prior two months (Table 1 and Chart 1). Taking into consideration reduced service hours, passengers per hour performance was relatively better (Table 2 and Chart 2) for Routes 10 and 11. Nevertheless, as compared to some of the other systems in the region, ridership on the Vine is relatively good which reflects the sustained high demand of transit dependent riders.

Table 1: Fixed Route Ridership

Passengers Carried	January	February	March	April	May	June	July
Route 10	16,261	16,936	6,255	5,525	6,693	8,214	8,122
Route 11	18,464	19,827	8,027	7,285	7,228	8,012	7,973
Route 10X	167	1,019	462	0	0	0	0
Route 11X	553	1,589	882	0	0	0	0
Route 21	3,091	2,985	1,462	1,372	1,334	1,483	1,559
Route 29	5,639	5,209	3,801	2,908	2,310	2,500	3,270
TOTAL	44,175	47,565	20,889	17,090	17,565	20,209	20,923

Table 2: Passengers per Hour by Route

Passengers per hr	January	February	March	April	May	June	July
Route 10	10.7	11.6	4.3	4.3	5.2	6.3	6.3
Route 11	11.45	13.06	5.43	5.77	5.96	6.59	6.56
Route 10X	0.63	4.34	2.62	N/A	N/A	N/A	N/A
Route 11X	1.98	6.33	4.67	N/A	N/A	N/A	N/A
Route 21	6.0	6.3	2.8	2.6	2.8	2.9	2.9
Route 29	7.55	7.63	5.07	3.90	3.41	3.34	4.19

Chart 1: Fixed Route Ridership

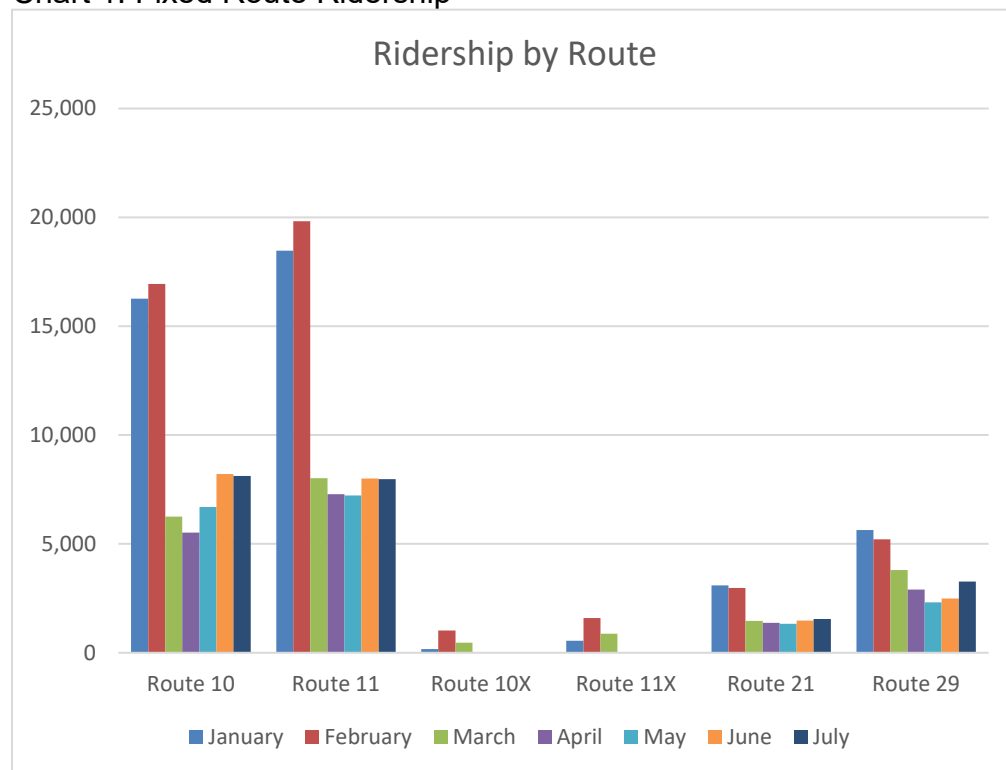
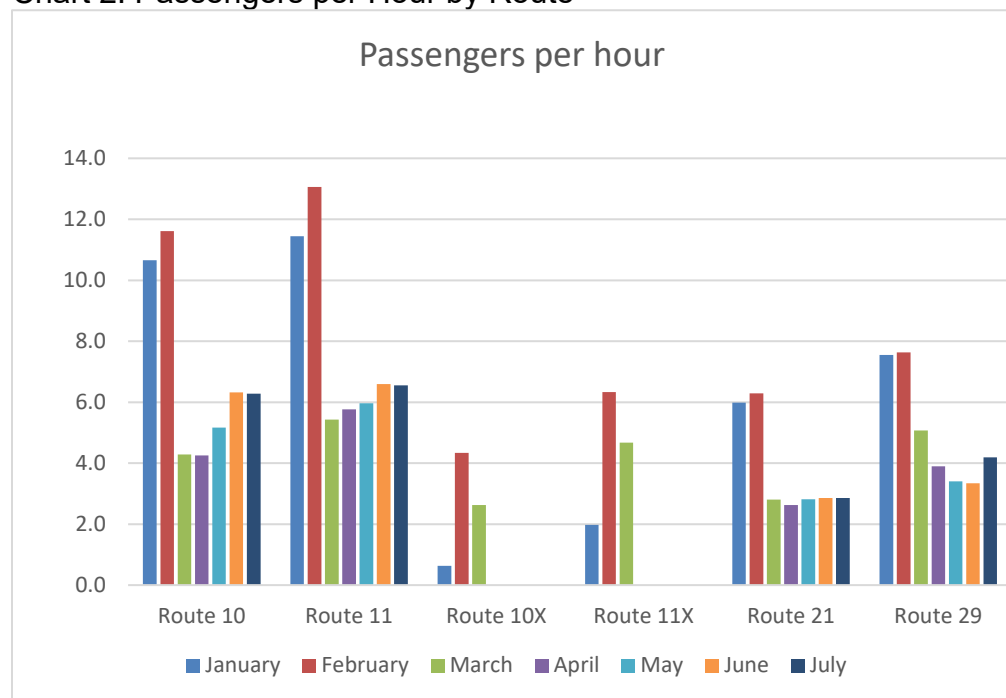


Chart 2: Passengers per Hour by Route



City of Napa - On Demand Performance

On April 27, local fixed route services in the City of Napa (A-H) were suspended and Vine began operating On-Demand service for local trips Monday through Saturday, 7:30 AM to 5:30 PM. Since the implementation, weekday ridership has consistently increased every month. For the first half of August, the system carried 2.6 passengers per hour on weekdays, approaching the target of 4.0 passengers per hour. Saturday ridership has increased more slowly. (Table 3 and Chart 3)

Use of the Ride the Vine mobile application as a booking method has increased from 16.7% of riders in May to 20.3% in July and August. While ridership has increased, average wait times and average ride times have remained stable at about 10 minutes each, for a typical total trip time of 20 minutes.

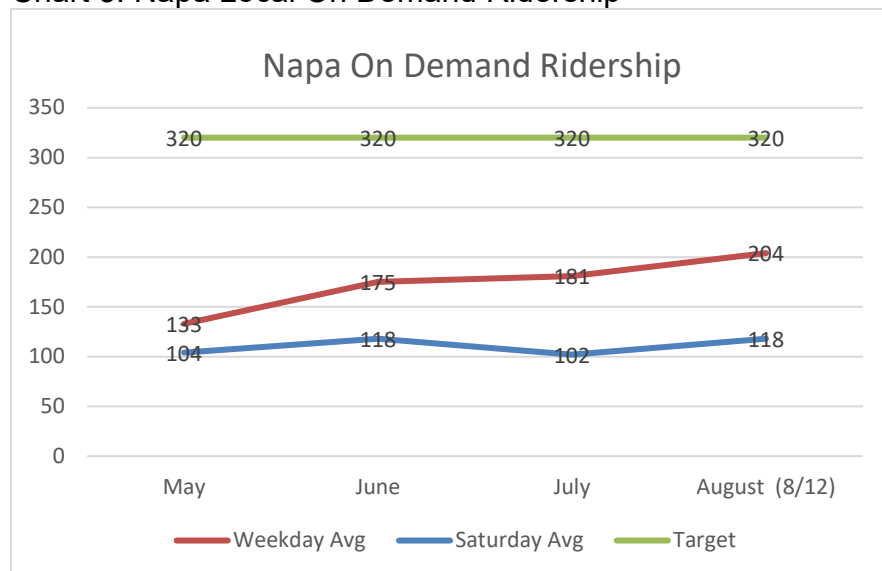
NVTA staff is hoping to sustain on demand services as long as possible but will likely need to put back some fixed route service when schools begin to hold in person classes again. Nevertheless, the on demand pilot project has been useful to understand the demand and the amount of resources that may be needed to sustain this innovative and convenient form of service for the residents of the City of Napa.

Table 3 and Chart 3 summarize the ridership data from February through mid-August.

Table 3: Napa Local On-Demand Ridership

Passengers Carried	Fixed Routes A-H February	May	June	July	August
Weekday Average	1,512	133	175	181	204
Saturday Average	759	104	118	102	118

Chart 3: Napa Local On Demand Ridership



VineGO and Community Shuttle Performance

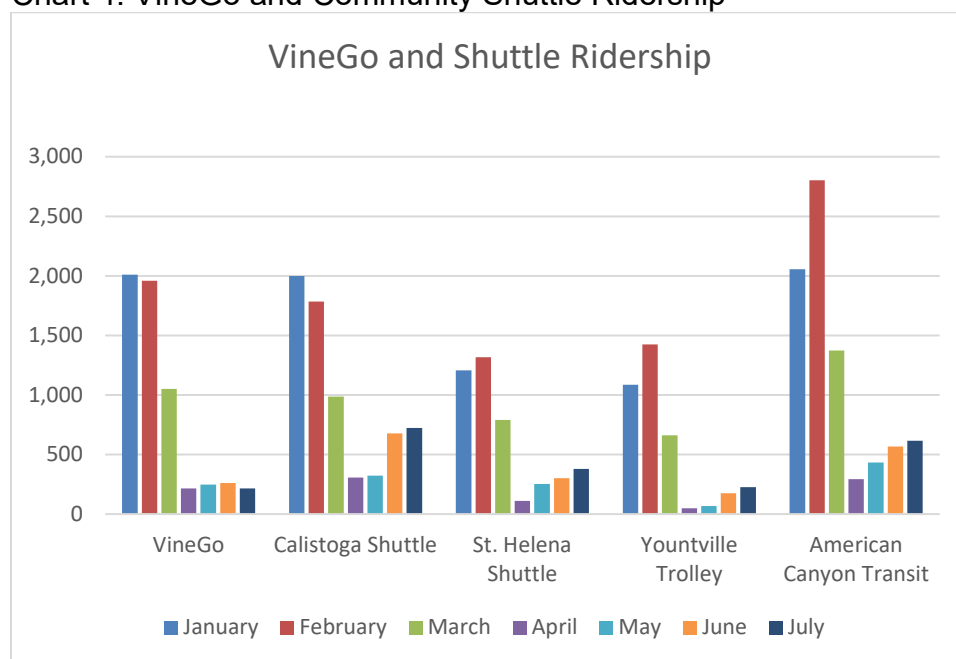
Ridership on VineGo remains roughly 10% of pre-COVID levels. VineGO is scheduling all requested trips for eligible riders. This is likely attributable to safety concerns among more vulnerable riders and that many community services are closed due to the pandemic. Reopening of community centers and social service offices are likely to result in new ridership. New ADA certifications are being conducted by phone appointment only at this time.

Total ridership on the four Community Shuttles is recovering and is now up to approximately 30% of pre-COVID levels with all services showing monthly improvement. Starting in March, reduced hours were instituted in response to the lower demand. Overall, the shuttles transported 1.9 passengers per hour in July compared to 4.9 passengers per hour in February. Some change is associated with the elimination of fixed route trips on some services, which had high student ridership. (Table 4 and Chart 4)

Table 4: VineGo and Community Shuttle Ridership

Passengers Carried	January	February	March	April	May	June	July
VineGo	2,009	1,960	1,052	214	247	262	216
Calistoga Shuttle	1,999	1,783	985	308	322	678	724
St. Helena Shuttle	1,207	1,317	789	111	252	302	380
Yountville Trolley	1,085	1,425	660	48	67	175	225
American Canyon Transit	2,055	2,802	1,373	292	433	567	615

Chart 4: VineGo and Community Shuttle Ridership



STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Transit service continues to provide essential transportation for access to services and employment. Additional steps are being taken to improve safety for passengers and staff.

ATTACHMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Riding Together: Bay Area Healthy Transit Plan

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board Approve Resolution 20-18 endorsing and implementing the Riding Together: Bay Area Healthy Transit Plan and agrees to report health metrics related to the COVID-19 pandemic with the baseline health measures set forth in the Riding Together: Bay Area Healthy Transit Plan, and authorize the Executive Director to make any minor changes necessary to respond to future changes made to the plan or final reporting requirements.

EXECUTIVE SUMMARY

The MTC convened a Blue Ribbon Task Force made up of elected officials, public transit operators, and advocates assigning it to complete three tasks: 1) Expedite the distribution of the Coronavirus Aid, Relief and Economic Security Act (CARES Act) transit funds; 2) Develop a safety plan to protect the health of transit workers and riders in the region; and 3) Identify ways to improve regional transit network connectivity, financial sustainability, and system equity. This report will focus on the second task.

FISCAL IMPACT

None specific to this action but the agency is expending roughly \$7,500 monthly to ensure its facilities and vehicles are cleaned and sterilized to meet safety standards and to provide personal protection equipment to its drivers and other workers. In addition, another estimated \$10,000 has been spent on driver screens and desktop screens to ensure both operators and office workers are protected.



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: Resolution No. 20-18 Endorsing the Riding Together: Bay Area Healthy Plan

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 20-18 (Attachment 1) endorsing and implementing the Riding Together: Bay Area Healthy Transit Plan and agrees to report health metrics related to the COVID-19 pandemic with the baseline health measures set forth in the Riding Together: Bay Area Healthy Transit Plan (Attachment 2); and authorize the Executive Director to make any minor changes necessary to respond to future changes to the Plan or final reporting requirements.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In response to the economic and health crisis associated with the COVID-19 pandemic and specifically the impacts to Bay Area public transit providers, the Metropolitan Transportation Commission (MTC) convened a Blue Ribbon Task Force. The Task Force is comprised of MTC commissioners, including NVTA Chair Alfredo Pedroza, transit officials, and advocates. Their mission is comprised of:

- 1) Oversee the distribution of the Coronavirus Aid, Relief and Economic Security Act (CARES Act); and
- 2) Develop a safety plan to protect the health of transit workers and riders in the region; and
- 3) Identify ways to improve regional transit network connectivity, financial sustainability and system equity.

To date, the Task Force has accomplished the CARES Act distribution and is now focused on the second of its three tasks; completing a safety plan for Bay Area public transit providers in order to protect transit workers and riders and to reduce the spread of the Coronavirus. The Commission adopted the plan (Attachment 2) with the caveat that State issued safety mandates related to public transit systems would prevail should any conflicts emerge. It is also in the process of refining reporting and data collection criteria.

ALTERNATIVES

The Board may choose not to adopt the plan, which will render NVTa out of compliance with regional requirements which could curtail future funding opportunities for the agency.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The plan responds specifically to the health and safety of members of the community that depend on transit for mobility.

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

While NVTa had already implemented State and Center for Disease Control recommendations, the Riding Together – Bay Area Healthy Transit Plan acknowledges all transit systems in the Bay Area are connected since many riders transfer between systems, and it further ensures that all Bay Area public transit providers are adhering to standardized safety principles which will help keep the region safe and reduce the spread of the Coronavirus.

ATTACHMENTS

- (1) Resolution No. 20-18
- (2) Riding Together: Bay Area Healthy Transit Plan

RESOLUTION No. 20-18

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
ENDORISING THE RIDING TOGETHER: BAY AREA HEALTHY TRANSIT PLAN
AS A BASELINE SET OF MEASURES THAT NVTA, ALONG WITH OTHER
BAY AREA TRANSIT AGENCIES, WILL IMPLEMENT TO ENSURE THE HEALTH OF
TRANSIT RIDERS AND WORKERS' DURING THE COVID-19 PANDEMIC**

WHEREAS, like other Bay Area transit systems, the health of riders and transit workers continues to be NVTA's number one priority; and

WHEREAS, despite an unprecedented loss of ridership due to the COVID-19 pandemic, many riders continue to depend on Bay Area systems for essential travel; and

WHEREAS, survey data increasingly suggests that the majority of riders will return to transit when allowed to do so; and

WHEREAS, the COVID-19 pandemic has presented transit systems with an historic set of challenges, including the need to adjust protocols and procedures to ensure a safe operating environment; and

WHEREAS, since the start of the pandemic, transit systems have collaborated with each other and with regional leaders, transit workers, rider advocates, public health experts, and others to create the Riding Together: Bay Area Healthy Transit Plan, which outlines a baseline set of measures that transit systems will implement to protect riders and workers; and

WHEREAS, The Riding Together: Bay Area Healthy Transit Plan provides guidance in the areas of vehicle disinfecting, physical distancing, face coverings, touchless payments, ventilation, employee personal protective equipment, testing, contact tracing, and employee wellness assessments; and

WHEREAS, The Riding Together: Bay Area Healthy Transit Plan will coexist and complement system specific plans developed by individual transit agencies; and

WHEREAS, The Riding Together: Bay Area Healthy Transit Plan is a living document and is intended to evolve as transit agencies continue to monitor rider and employee health on their systems and collaboratively take steps to respond to changing conditions; and, now, therefore, be it

RESOLVED, that NVTa supports the implementation of the Riding Together: Bay Area Healthy Transit Plan on our system and throughout the Bay Area to keep transit riders and workers healthy during the COVID-19 pandemic; and be it further

RESOLVED, that through the method established for transit system reporting of health metrics related to the COVID-19 pandemic, that NVTa will report monthly on NVTa's performance in aligning with the baseline health measures set forth in the Riding Together: Bay Area Healthy Transit Plan.

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 September 16, 2020, by the following vote:

Alfredo Pedroza NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTa Board Secretary

APPROVED:

DeeAnne Gillick, NVTa Legal Counsel

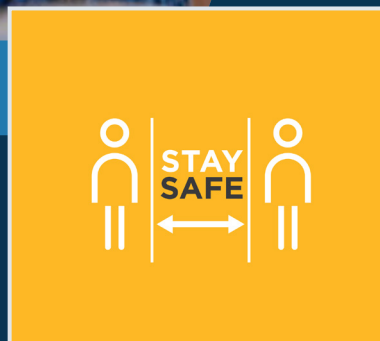
Riding Together: Bay Area **Healthy Transit Plan**





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Due to the changing conditions and growing body of knowledge about the pandemic, this plan may be updated and or modified.

To our Customers, Employees and Partners

The COVID-19 Pandemic has been a massive strain for everyone. And it presents transit systems with a historic set of challenges, including the need to adjust protocols and procedures to ensure a safe operating environment for everyone.

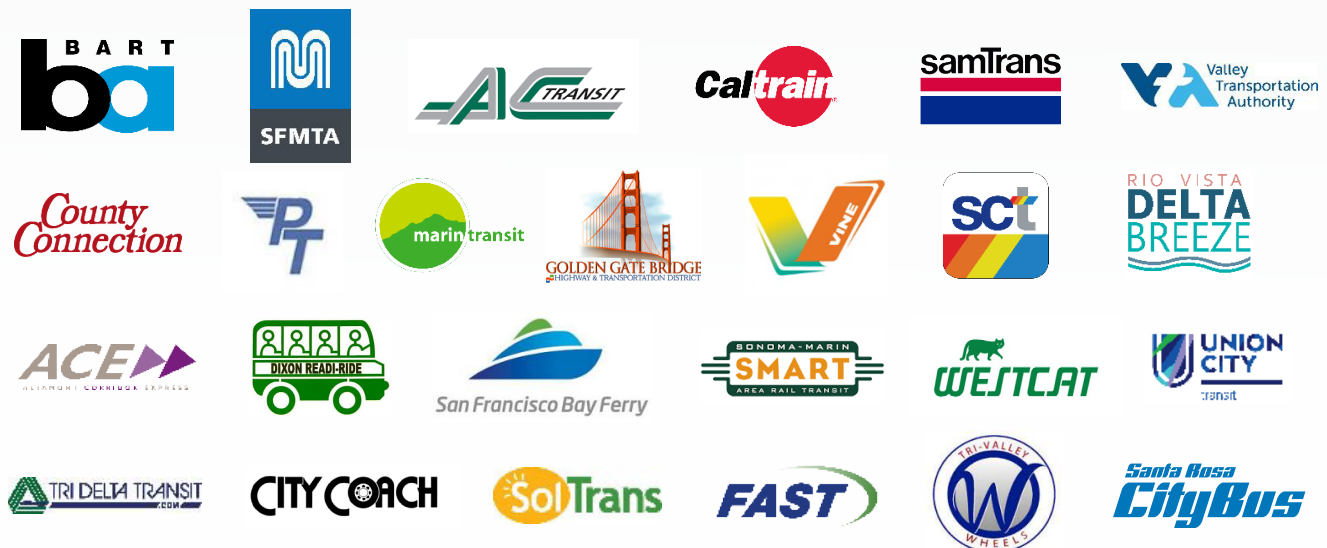
Collectively, we as the transit operators in the nine Bay Area counties, have joined forces to initiate research, study U.S. and international efforts, and review information from the American Public Transportation Association (APTA), to develop common commitments and expectations for employees and passengers in our Bay Area transit systems. From this work, we developed ***Riding Together—Bay Area Healthy Transit Plan***. Development of our plan has additionally included collaboration with regional leaders, transit workers, paratransit providers, rider advocates, public health experts, and others.

As we are all guided forward by our State and local leadership toward business resumption, we view the safety of our employees and passengers as job number one. This plan serves as a tool for us, providing common commitments that have been set in place for our employees, our current passengers, and those who will be returning to transit.

This is a plan we own. A plan we will report on. And a plan that we will modify to the fluctuating nature of this pandemic. Furthermore, we are committed to the success of this plan, and look forward to a partnership with our customers and the shared responsibility for reducing transmission by properly wearing face coverings and meeting other expectations.

We are all in this together. We look ahead to serving our customers as well as teaming with them to work through this challenging time that faces everyone.

Bay Area Transit Operators





1.0 Plan Overview

Bay Area Public Transportation Providers (Appendix A) have collectively developed a cohesive health and safety plan—this plan—to bring the region’s public transportation providers together around transit-related health and safety standards and mitigations. This plan will provide guidance for the mitigations to be consistently applied across the network to best serve essential workers currently riding transit and help the Bay Area ease out of the COVID-19 pandemic stay-at-home order. While county-specific guidance may vary, these minimum standards give transit customers consistent expectations across all Bay Area public transportation operations and identify mitigations for public transportation providers and employees regarding workplace health and safety. Although many of the public transportation providers have their own individual plans or measures in place, this plan clarifies the responsibilities of public transportation customers and public transportation providers across the Bay Area in implementing the health and safety minimum requirements and mitigations and recommends communication strategies and key messages to promote health and safety awareness.

The guidelines in this plan reflect current understanding of the COVID-19 virus and the most prevalent methods of person-to-person transmittal:¹

- ➔ Between people who are in close contact with one another (within about 6 feet) through respiratory droplets produced when an infected person coughs, sneezes, or talks. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. COVID-19 may be spread by people who are not showing symptoms.
- ➔ By touching a surface or object that has the virus on it and then touching the nose, mouth or eyes.

Plan Purpose

- Identify consistent health and safety standards for public transportation customers to do and public transportation providers to implement as the Bay Area eases out of the COVID-19 stay-at-home order.
- Clarify expectations and responsibilities of transit customers and transit providers.
- Recommend communication strategies and key messages to promote public transportation customer and provider compliance with and support for mitigations.

Scope of Plan

- Applies to Bay Area public transportation providers listed in Appendix A (non-aviation) including rail, bus, ferry, paratransit, demand response and micro-transit.
- Limited to COVID-19 recovery efforts and mitigations.
- Covers public transportation services provided both directly by the public transportation providers and those provided under contract.
- Flows down mitigations from public transportation providers to contractors, as needed.

KEY TERM

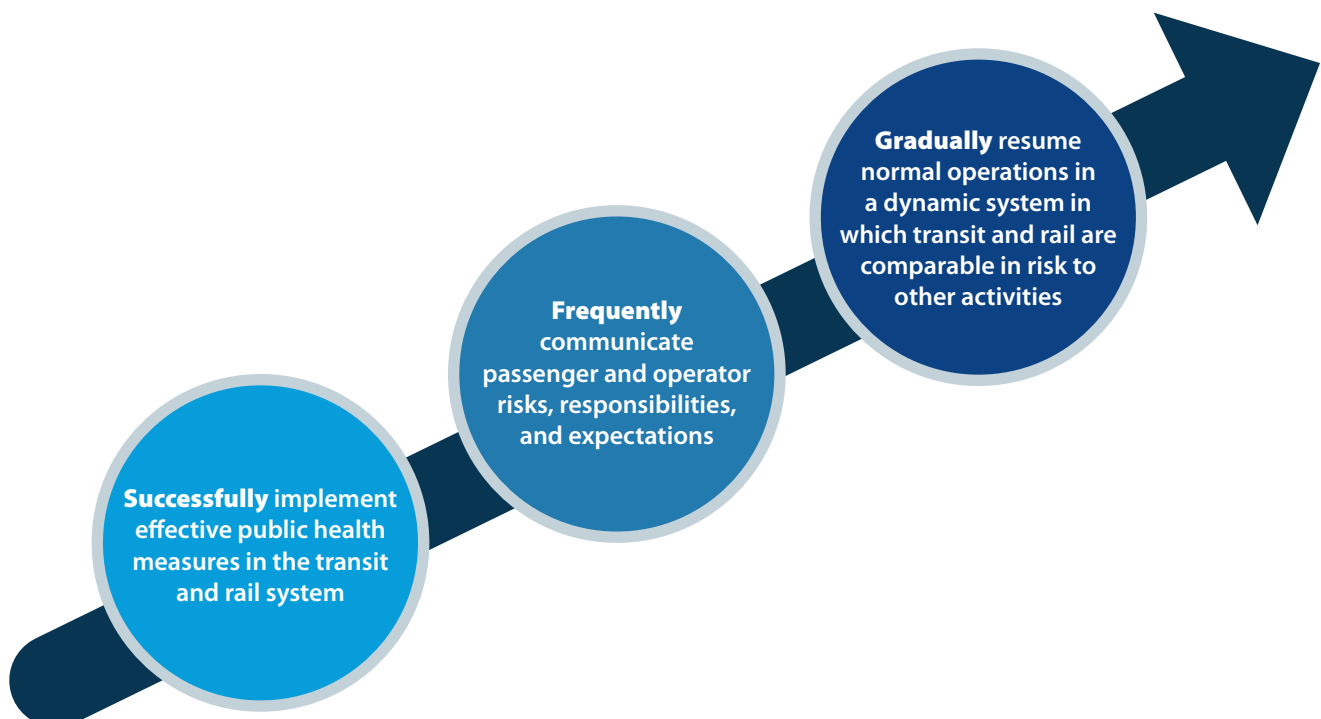
* **Mitigations:** Actions or practices that public transportation customers and providers, including employees, collectively take to slow the spread of COVID-19. Mitigations help the Bay Area’s public transportation network operate safely as the region eases out of the COVID-19 stay-at-home order.

The identified mitigations are based on US and international health agency guidance from the California Department of Public Health (CDPH), the US Centers for Disease Control and Prevention (CDC) and the World Health Organization (WHO). The application of the mitigations is informed by US and international transit industry guidance including guidance from the American Public Transportation Association (APTA 2020a; APTA 2020b; APTA 2020c), the CDPH (CDPH 2020a), a survey of 21 Bay Area public transportation providers regarding current COVID-19 health and safety practices and coordination with Bay Area public health representatives. See Section 7 for reference documents. In August 2020, APTA implemented its National Transit Recovery Commitment Program. Participating agencies (members) of APTA may display the program seal on vehicles and facilities. This new program from APTA is designed to support public transit agencies implement individualized policies for health agency guidance, cleaning, sharing of information, and other healthy best practices for passengers and employees.

This is a living plan and is based on current, known COVID-19 transmittal factors and disrupters of those transmittal factors (mitigations), and the current COVID-19 situation and public health response in the Bay Area and California.

This plan may change and adapt as research around COVID-19 evolves, as performance against this plan is achieved and/or as the COVID-19 situation in California changes. This plan currently anticipates that with continued compliance with California-mandated face covering requirements, physical distancing recommendations may change over time to allow for increased vehicle capacity to serve more Bay Area customers, while still complying with epidemiological research and transit best practice. Using the current guidelines and mitigations in this plan confirms that Bay Area public transportation providers are following public health recommendations while balancing the need to move toward increased capacity service.

This plan's approach is consistent with a Safety Management System approach that evaluates and balances risk recognizing society's need for and value of public transportation. The Federal Transit Administration requires, as part of the Public Transportation Agency Safety Plan final rule, the evaluation of safety risks and the application of mitigations to reduce risks as part of a transportation provider's Agency Safety Plan. This regional COVID-19 plan is consistent with managing risks associated with this pandemic to gradually move to resume capacity and service.





2.0 Alignment with State Pandemic Resilience Roadmap

California is currently in **Stage 2** of the state's Pandemic Resilience Roadmap (CDPH 2020b), allowing specific lower risk sectors to open and modified school programs and child care to resume.

Indicators to modify the Stay-at-Home Order include:

- ➔ **Ability to test, contact trace, isolate, and support the exposed**
- ➔ **Ability to protect those at high risk for COVID-19**
- ➔ Surge capacity for hospitals and health systems
- ➔ Therapeutic development to meet the demand
- ➔ **Ability of business, schools, and childcare facilities to support physical distancing**
- ➔ Determination of when to reinstitute measures like Stay-at-Home



There are nine counties that are represented in the Bay Area Transportation Providers: Marin, Sonoma, Napa, Solano, Contra Costa, Alameda, Santa Clara, San Mateo, and San Francisco. As of August 2020, all the nine counties were being monitored for data that does not meet indicator objectives (CDPH 2020c).

Public transportation providers have impacts or supporting roles on the emboldened bullets in the above list. Committing to support contact tracing where appropriate, protecting high-risk persons during travel and supporting physical distancing are all part of this plan and support the ability of the state to modify the Stay-at-Home order and provide for further re-opening. At Stage 3, counties may choose to move forward at their own pace, relaxing orders, which can impact the demand for public transportation. By supporting the community indicators, transportation providers will demonstrate partnership and community-mindedness, allowing for the easing of restrictions and the ability to increase capacity in a safe and moderated way.

3.0 Health and Safety Risk and Public Transportation Benefits

Public transportation, like other businesses, has had to weigh risks of providing equitable transportation service against health and safety risks. The Federal Transportation Administration requires public transportation providers to identify, evaluate and manage risks for the best outcome to the public and to those who provide the services. The societal benefits of providing affordable transportation exceed any risks presented by public transportation related to COVID-19. This plan seeks to minimize further risks related to COVID-19.

As with other safety hazards, the most effective measures are layered for maximum results. Layering good hand hygiene, face coverings, ventilation, physical distancing, cleaning and disinfecting, limited time exposure, as well as, passenger personal accountability provide for a safer environment than only one or two of the mitigation measures alone. The Bay Area transportation providers are committing to layering safety measures along with passenger personal accountability to keep public transportation available for essential workers who are keeping the Bay Area in business and for others as the region emerges from the current conditions. **Using other prevention measures in combination with social distancing, such as wearing a mask, will modify the threshold of Social Distancing, and thus enable to increase the occupancy rate of the trains. (UIC2020)**

4.0 Health and Safety Mitigations

Public transportation customers and providers and their employees can all help keep California on a path to continue safely reopening and remaining open by following several key health and safety mitigations. Each health and safety mitigation is based on US or international public health recommendations. This plan includes mitigations for customers and providers to implement for a healthy Bay Area transit system.

Paratransit and demand response is discussed in Section 5, Paratransit, Demand Response and Vulnerable Populations.

4.1 Customer Facing Mitigations



Face Coverings

The CDC is advising the use of simple cloth face coverings to slow the spread of COVID-19 and help people who may have the virus and do not know it from transmitting it to others (CDC 2020a).

Additionally, on June 18, 2020, the State of California required people in the state to wear face coverings when they are in certain situations including the following related to public transportation operations for both customers and employees (CDPH 2020d):

- ⊕ Inside of, or in line to enter, any indoor public space.
- ⊕ Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle.
- ⊕ Engaged in work, whether at the workplace or performing work off-site, when interacting in-person with any member of the public, working in any space visited by members of the public, regardless of whether anyone from the public is present at the time, working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities, and in any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- ⊕ Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended and maybe required based on local guidance.
- ⊕ While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

Customer Responsibilities

Public transportation customers are expected to bring and properly wear their own face coverings when accessing public transportation services and facilities to comply with the State of California's order.

Public Transportation Provider Responsibilities

To support compliance with the State of California order, all public transportation providers require the proper use of face coverings on their systems, including in facilities, for all passengers over the age of 2 years, unless the customer is exempt per the State of California order.

Public transportation providers will:

- ⊕ Remind passengers of the face covering requirements.
- ⊕ Have the right to refuse to carry anyone not wearing a face covering, unless the person is exempt.
- ⊕ Communicate the requirement in transit vehicles and facilities noting the state requirement for face coverings for transit customers and employees.
- ⊕ Require employees to adhere to face covering requirements.



- ➔ Develop, implement and communicate to employees a process for equitable face-covering compliance strategies. At a minimum, to protect bus operators or others in direct contact with public, provide de-escalation options and support if conflict ensues.
 - Optionally, as a de-escalation technique, provide or make available face-coverings, as capabilities allow, at defined locations (from staff or for sale such as vending machines).
 - Consider other de-escalation techniques and inform operators of their options, such as dealing with face coverings in a similar manner as fare payment.

Paratransit and demand response face coverings is discussed further in Section 5, Paratransit, Demand Response and Vulnerable Populations.

Physical Distancing



COVID-19 is thought to spread mainly from person-to-person, between people who are in close contact with each other and through respiratory droplets produced when an infected person coughs, sneezes or talks (CDC 2020b). The World Health Organization and multiple European transportation agencies are using a 1 meter (approximately 3 feet) minimum requirement for physical distancing when face coverings are worn.

The CDC currently advises 6 feet, however, it should be noted that face coverings were not encouraged or mandated by CDC when the 6-foot distancing metric was introduced. Where practicable, Bay Area public transportation providers will provide for a minimum 3-foot physical distancing metric, coupled with mandatory, properly worn face coverings.

Customer Responsibilities

Public transportation customers are expected to remain a minimum of 3 feet or optimally 6 feet, as practicable, from others not in their households when in stations, transit facilities or in vehicles, in addition to complying with the facial covering requirement.

If assistance is required from the operator or other staff, the customer will allow the operator to manage the securement in the safest manner possible for both passenger and operator.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Communicate to their customers the physical distancing minimum standards for safely riding public transportation.
- ➔ Manage capacity, as possible, to provide spacing to achieve the 3-foot physical distancing minimum requirement.
- ➔ Evaluate disability device securement and advise operators how to manage securement practices to reduce risk to all parties.

Paratransit and demand response physical distancing is discussed further in Section 5, Paratransit, Demand Response and Vulnerable Populations.



Hand Hygiene

Good hand hygiene can help slow the spread of COVID-19. This includes washing hands with soap and water for at least 20 seconds or using an alcohol-based hand sanitizer containing at least 60 percent alcohol (CDC 2020a).

Customer Responsibilities

Public transportation customers should bring hand sanitizer or disinfecting wipes to clean their hands before and after using public transportation and after contact with potentially contaminated surfaces or use hand washing facilities, as available.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Provide information if hand-washing stations or hand sanitizer dispensers are available to customers.

A Quiet Ride Campaign



Droplets expelled through talking, singing, and other verbal activities are known to contribute to virus dispersion (CNN 2020; NEJM 2020). Bay Area public transportation providers will temporarily adopt the “Quiet Ride” communication campaign, requesting passengers minimize talking, singing or other verbal activities while riding public transportation to slow the spread of COVID-19. Necessary verbal activities, such as requesting a stop, are not precluded.

Customer Responsibilities

- ➔ Reduce talking, singing, or other verbal activity to the extent possible while in public transportation facilities and on vehicles.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Communicate and promote the “Quiet Ride” campaign to customers.

Vehicle and Facility Conditions – Cleaning and Disinfecting



Cleaning and disinfecting surfaces reduces the risk of infection by removing potential contamination. To restore passenger confidence and provide for a healthy environment, vehicles and facilities must be cleaned and disinfected more frequently than pre-COVID-19 practice. If not already doing so, public transportation providers will implement cleaning and disinfecting on a more frequent schedule than pre-COVID-19 practices and will follow APTA-recommended practices (APTA 2020a; APTA 2020b).

Customer Responsibilities

- ➔ Customers must stay at home when they are sick in order to slow the spread of COVID-19, evaluating their own symptoms or exposure.
- ➔ Customers will dispose of tissues or other potentially contaminated materials in trash cans.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Daily clean and disinfect in-service vehicles, factoring in the level of use, with an emphasis on high-touch areas.
- ➔ Provide elevated cleaning if a vehicle is reported to have carried an infected or potentially infected person. Reports could come from a public health agency, customer report or employee observation of a person displaying symptoms.
- ➔ Use EPA-List N disinfectants applied through methods outlined in the APTA standard or EPA/CDC recommendations.
- ➔ Coordinate with public health officials if reports of potentially-infected,² known or confirmed infected persons utilized the public transportation system.

Paratransit and demand response cleaning is discussed further in Section 5, Paratransit, Demand Response and Vulnerable Populations.

²Potentially-infected (person) is defined as a person who is observed to exhibit COVID-19 symptoms or has been recommended by a medical professional to undergo COVID-19 testing or quarantine.



Vehicle and Facility Conditions – Ventilation



Increased air flow can provide for a healthier environment for transit customers and employees (CDC 2020e; APTA 2020a). On some vehicles, such as buses and light rail vehicles, doors are frequently opened to allow passengers to board or exit. Other vehicles have less frequent door cycling and are more dependent on the vehicle heating ventilation and air conditioning (HVAC) system. Buses and ferries may have windows that open, allowing additional ventilation. Where feasible, public transportation providers will increase ventilation in vehicles and in facilities.

Customer Responsibilities

Customers will not close windows that are open without consulting the operator or other public transportation employee.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Maximize fresh air in vehicles and facilities, based on ventilation options, and other factors such as climate or air quality.
- ➔ Confirm maintenance is performed on ventilation systems in vehicles and station facilities and that the systems function at peak-performance.
- ➔ Use the highest MERV-rated filter appropriate for the HVAC system in vehicles and facilities, as feasible.
- ➔ Provide guidance to operators or other public transportation employees regarding the opening of windows and doors, including direction if other health hazards such as air quality issues arise.



Touchless Fares

Reducing cash fare payments reduces touch and virus transmittal potential and can reduce the need for face-to-face transactions.

Customer Responsibilities

- ➔ Public transportation customers should use touchless fare options, when possible, to include Clipper cards or online or mobile ticketing.
- ➔ If using cash fare, have correct fare ready for payment on boarding to minimize exposure to others boarding.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Communicate all touchless fare payment options to customers.
- ➔ Encourage use of touchless fare payments, as feasible, while still allowing for cash options.

Paratransit and demand response touchless fares is discussed in Section 5, Paratransit, Demand Response and Vulnerable Populations.

4.2 Transit Employees Mitigations

Keeping employees safe and well is critical for the operation of Bay Area public transportation providers. The following minimum standards apply to public transportation employees. Employees should adhere to company requirements and be assured that other employees will also adhere to requirements and be held responsible.

Employee COVID-19 Assessments

Assessing employee wellness is part of evaluating fitness for duty. During the COVID-19 pandemic, additional COVID-19 assessments can support whether employees are ready for work and minimize the risk of spreading COVID-19 to others around them. It is critical to understand that many people who have COVID-19 are asymptomatic and may not know that they are infected. Also, note that temperature scan results can be unreliable. Some temperature instruments only test skin temperature which can be impacted by external climate or human activity. Also, normal human temperature can range from 97° to 100° F, so a fever cannot be assumed based on a slight elevation in temperature. Staff training also factors into the reliability of a temperature scan.

Employee Responsibilities

Employees will cooperate with the employer-developed protocols for COVID-19 assessment and provide facts when completing any requested assessments.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Develop and implement a COVID-19 assessment protocol for employees prior to accessing transit facilities or vehicles. The COVID-19 assessment may consist of a self-assessment, questionnaire or temperature scan or other activities that provide information about whether it is safe to be at work.
- ➔ Develop, implement and communicate a policy for employees around the COVID-19 assessment protocol including expectations of those who may be prevented from working based on the COVID-19 assessment.
- ➔ Provide for employee health privacy in any COVID-19 screening activity.

Personal Protective Equipment



Personal protective equipment (PPE) is inclusive of face coverings, face shields, and gloves. As per the State of California order, face coverings are required for all in work place settings (CDPH 2020d). Some job categories may require different PPE than other job categories. Public transportation providers are recommended to perform some type of job hazard analysis (JHA) to determine specific hazards or exposure possibilities and base PPE allocation on that assessment.

Employee Responsibilities

Employees will wear the combination of PPE defined for their job requirements to safeguard themselves and others while in the work environment. If any portion of the PPE defined for an employee's job requirements cannot be complied with, the employee is responsible for alerting their employer and cooperating with the development of alternatives to provide for a healthy working environment, as feasible.

Public Transportation Provider Responsibilities

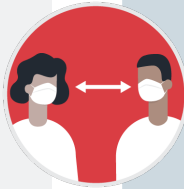
Public transportation providers will:

- ➔ Determine and supply minimum levels of PPE, including the required face coverings (unless exempt).
- ➔ Perform some type of job hazard analysis to determine specific hazards or exposure possibilities and base PPE allocation on that assessment. These can be broad categories based on exposure (for example, public facing duties or job duties that require close proximity to other employees or passengers). Positions at a higher risk for exposure, such as mechanics or right-of-way maintainers who work in pairs to perform tasks or bus operators, should be considered for higher levels of PPE.



- ➔ Provide supervision and oversight to confirm compliance and develop protocols for non-compliance.
- ➔ Identify any spaces where face coverings are not required (e.g. private offices), as allowed by local health guidance.
- ➔ Communicate requirements to all employees.
- ➔ Develop and implement a policy to manage employees who do not or cannot comply with the increased or changed PPE requirements.

Physical Distancing



Physical distancing is one of the primary mitigation measures, in addition to face coverings, recommended by the public health agencies to minimize the risk of COVID-19. There are several factors that are currently considered in transmitting the infection. Both time and space are being evaluated, with exposures of greater than 15 minutes or closer than 3 feet both factors related to transmission (WHO 2020a; WHO 2020b). Public transportation providers will consider distancing, facial coverings and time in their employee physical distancing requirements.

Employee Responsibilities

Employees will comply with physical distancing requirements and facility modifications. If employees cannot comply with physical distancing requirements or function with facility modifications, employees must alert their employer and discuss alternatives to support a safe work environment.

Public Transportation Provider Responsibilities

Public transportation providers should evaluate the following spaces and put into practice measures to manage physical distancing. Where work duties allow, provide for virtual work to reduce exposure of employees. Providers should evaluate facility capacity and develop a plan for all job categories to assess remote work, staggered shifts and other strategies to alleviate crowding that would challenge physical distancing.

Common Spaces

Common spaces include, but are not limited to, vestibules, restrooms, break rooms, lunchrooms, conference rooms, shared workspaces and operator report areas.

Public transportation providers will:

- ➔ Determine common space capacity based on space size and configuration and define limits.
- ➔ Stagger work hours and breaks to spread use of space.
- ➔ Encourage eating outside, at desks, or at physically-distanced spacing, as possible.
- ➔ Enforce face covering requirements for all common spaces.
- ➔ Communicate expectations for physical distancing in common spaces.
- ➔ Clean and disinfect common spaces regularly, using EPA-List N disinfectant materials.
- ➔ Remove or provide for cleaning of recreational equipment (pool tables, ping pong tables, or other) that might encourage close proximity or provide cleaning for high touch potential.
- ➔ Enforce physical distancing requirements for meetings or group activities, reducing in-person participation, encouraging virtual participation, utilizing larger meeting spaces or moving meetings outside, as possible.

Vertical Transport

Vertical transport includes elevators or stairs, areas that have the potential to place persons in close proximity within enclosed spaces.

Public transportation providers will:

- ⊕ Either limit capacity of elevators or ensure exposure time is less than 15 min.
- ⊕ Encourage stair use, as possible, to reduce elevator congestion.
- ⊕ Consider allocating one elevator for vulnerable persons who may be at higher risk of life-threatening COVID-19 complications, as needed.

Work Space Modification

Public transportation providers should evaluate work spaces for each job category to either allow for physical spacing or the placement of temporary or permanent shielding.

Public transportation providers will:

- ⊕ Provide dividers in group work spaces or provide additional space.
- ⊕ Provide protection for bus operators utilizing minimum 6-feet physical distancing between operator and passengers or protective measures to include permanent or temporary shields, rear door boarding, if available, elevated PPE and/or elimination of seating within close proximity.
- ⊕ Provide station agent or other field staff with shielding or elevated PPE.
- ⊕ Provide individual work equipment or provide sanitation materials for cleaning between employee use.

Infected Employees/Contact Tracing



Public transportation providers will track employees who access transit facilities or equipment, as feasible. If an employee reports an infection, or possible contact with an infected person, public transportation providers should document and maintain records of what other employees may have come into contact with the exposed or infected employee and notify other employees. Public transportation providers should inform employees if the provider is notified from a customer contact or other notification, that an infected person has been in a specific vehicle or facility. Public transportation providers should report any confirmed infections to the appropriate public health agency.

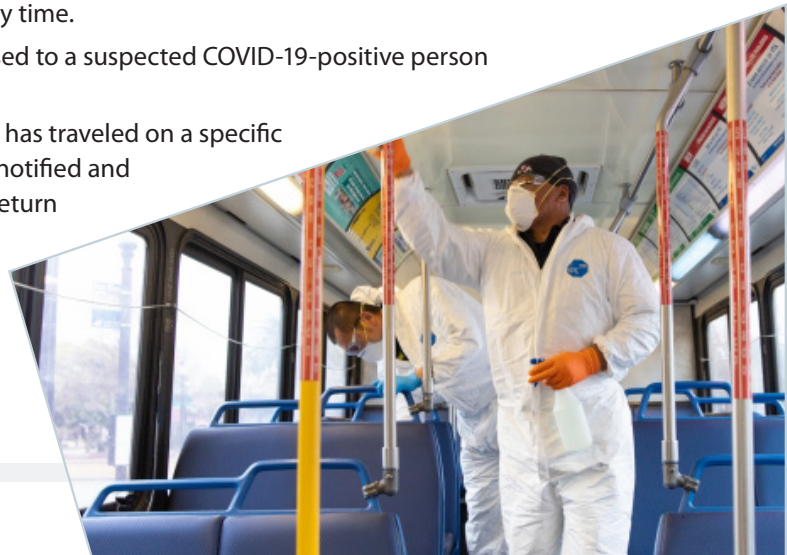
Employee Responsibilities

Employees will inform their employer if they test positive for COVID-19, have been exposed to someone confirmed to have COVID-19 or suspect exposure to COVID-19. Employees will not report to work under these conditions and will abide by public health requirements for infected or exposed persons.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ⊕ Record which employees are in facilities or vehicles at any time.
- ⊕ Notify other employees if they have been possibly exposed to a suspected COVID-19-positive person to allow them to take appropriate action.
- ⊕ If notified that a confirmed or suspected-positive person has traveled on a specific trip or bus, if possible to determine, the operator will be notified and provided options for reporting, testing, quarantine and return to work.
- ⊕ Define policies specific to handling any reported health information, notification processes and rights and responsibilities of infected or quarantined employees who miss work.





5.0 Paratransit, Demand Response and Vulnerable Populations

This section adds additional detail to applicable minimum mitigations described in Section 4.1 and 4.2. Paratransit providers and customers should review Sections 4.1 and 4.2 in addition to Section 5 for minimum mitigations related to physical distancing, touchless fare, hand hygiene, and ventilation which all have applicability to paratransit transportation.



Face Coverings

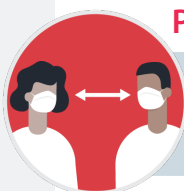
The population of customers utilizing paratransit service may have a higher likelihood of being exempt from the face coverings requirement due to other health issues. This provides for additional potential exposure of other passengers and operators.

Customer Responsibilities

Customers must wear face coverings unless exempt and should inform the paratransit provider if unable to wear a face covering to allow for additional protective measures, as feasible.

Paratransit Provider Responsibilities

If informed that a specific customer cannot wear a face covering, additional spacing between customers should be allowed (6-feet) and, if possible, the space should be disinfected after the customer is transported.



Physical Distancing

As per fixed route service, a minimum of 6-feet physical distancing should be maintained between operator and passengers and 3-feet between passengers. Aides or family members are considered part of the passenger household unit.

Customer Responsibilities

Customers should maintain a minimum of 3-feet physical distance from those not within their household unit. Customers exempt from face covering requirements should attempt to increase the physical distancing to 6-feet, as possible.

Paratransit Provider Responsibilities

Capacity on vehicles should allow for maintaining a minimum of 3-feet physical distancing between customers/household units, as feasible, with additional space allowed if face coverings are not possible.



Vehicle Condition - Cleaning and Disinfecting

Cleaning and disinfecting surfaces in the paratransit or demand response sector is important as these customers are frequently more vulnerable due to underlying health conditions and may be more likely to be exempt from the face covering requirement. Often this population has limited alternative transportation choices. Paratransit providers should have heightened concern to maintain clean and disinfected vehicles servicing these customers (APTA 2020a).



Paratransit Provider Responsibilities

- ➔ Daily clean and disinfect in-service vehicles, factoring in the level of use, with an emphasis on high-touch areas.
- ➔ Spot clean high touch areas during service hours, as possible with passenger loads, with additional attention after carrying passengers who are exempt from face covering requirements.
- ➔ Elevate cleaning if a vehicle is reported to have carried an infected or potentially-infected person.
- ➔ Use EPA List N disinfectants applied through methods outlined in the APTA standard or CDC/EPA recommendations.

Employee Personal Protective Equipment and Supplies



A paratransit or demand response operator is one specific position that will require different level of PPE from other job categories, as most are required to work in close proximity to customers to secure or otherwise assist customers as part of their job duties.

Paratransit Provider Responsibilities

- ➔ Review the level of contact required of their demand response operators and provide elevated PPE if exposure is elevated. Considerations should include face shields or eye protection and face coverings, gloves, spray or wipe-on disinfectant, and hand sanitizer or sanitizing wipes.

Passenger COVID-19 Wellness Screening



Most demand response service has some type of advanced scheduling ability, with follow-up reminders or communication. This is an opportunity to ask passengers to self-assess their wellness as an additional safeguard to other passengers and the operator.

Customer Responsibilities

Customers will review their own COVID-19 wellness and exposure and schedule trips based on the review. If exposed or symptomatic, customers should advise the paratransit provider to determine alternate transportation options or to allow the provider to schedule or arrange travel in the safest manner possible.



Paratransit Provider Responsibilities

- ➔ Review scheduling protocols and, as possible, include a simple self-assessment questionnaire which would indicate to the potential passenger if they should continue with their ride or cancel or arrange alternate transportation due to any symptoms or exposure.

The assessment should consider the following areas of review:

- Exposure to persons with confirmed case of COVID-19 in the past 14 days.
- New symptoms such as fever, cough, fatigue, shortness of breath, chills or muscle aches. Note that the list of symptoms continues to evolve with the most recent found at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.
- ➔ Develop protocols and inform schedulers and staff regarding proper handling of customer reports of exposure or infection. Options might include providing ride as a single passenger (unit), arranging for alternate transportation, advising of other transportation options or denying ride based on direct threat.

Contact Tracing



Paratransit providers have customer information that could be used to support contact tracing. If a passenger has likely come into contact with an infected person through their paratransit use, that customer, as well as the public health agency, should be contacted and provided information of the potential contact.

Customer Responsibilities

If a customer using paratransit services, subsequently tests positive or develops symptoms and is presumed to be positive, the customer will notify the paratransit provider to allow follow up with other potentially exposed persons.

Paratransit Provider Responsibilities:

- ➔ Provide information either directly or through the public health agency if an exposure is reported.
- ➔ Notify the operator and provided options for reporting, testing, quarantine and return to work.
- ➔ Allow for appropriate quarantine of operator or other staff, as advised by the public health agency.



6.0 Communication Strategies and Key Messages

Goals:

- Reinforce the State of California order requiring facial coverings.
- Encourage behaviors that reduce potential exposure of customers and employees while riding or working in the Bay Area transit systems.
- Increase passenger and public awareness of individual responsibilities and actions for healthy practices in public spaces, transit vehicles and transit facilities.
- Increase public confidence in and support for using transit as the Bay Area emerges from the COVID-19 stay-at-home order.
- Broaden public awareness of cooperative strategies and health mitigations adopted by Bay Area transit operators.
- Coordinate communications efforts to promote public transportation customer and provider compliance with and support for mitigations.

Strategies:

- Inform transit customers and employees of the plan's identified and implemented minimum safety and health mitigations for public transportation as the Bay Area eases out of the COVID-19 stay-at-home order, and more transit services phase in.
- Inform transit agency customers and employees of cooperative expectations and responsibilities of riding and working in the Bay Area's transit systems.
- Coordinate agencies' existing and forthcoming customer research data to refine distribution channels and messaging as conditions warrant.
- Leverage key messages as a call to action for healthy practices while using and working in transit systems.
- Deliver key messaging and approaches to agencies so they may augment and adapt to individual agency communications efforts to passengers and employees.
- Encourage customer compliance and cooperation in behaviors and mitigations for healthy use of public transit as the Bay Area emerges from the COVID-19 stay-at-home order.

Tactics:

- Distribute key messages in multiple and or cooperative communications channels of individual transit agencies. And, when possible, agency communications teams will utilize uniform message structure as well as cooperative scheduling, information and events throughout the Bay Area.
- Echo a partnership with the public in all messaging—operators view customers as partners in this effort and plan.
- Build on the behavioral and social foundations and common-sense practices already established in grocery stores and other essential businesses.
- Leverage and load Bay Area agencies' owned, earned and paid media channels with essential and uniform messages at key service resumption times.
- Distribute key messages via applicable business and employer communications channels.
- Share information and key messages with media as well as elected and community stakeholders.
- Work with paratransit providers for special communication needs for both operators and passengers.
- Deliver messaging in a variety of equitable channels to reach LEP travelers.
- Utilize simple graphics and minimal text to convey key messages.

Target Markets:

- Current transit customers and transit dependent travelers
- Previous transit customers who paused commuting during the COVID-19 stay-at-home order
- Occasional transit riders
- Bay Area residents
- Transit agency employees
- Paratransit customers and providers
- Schools, colleges and universities
- Bay Area businesses and employers

Transit Agency Customers

Face coverings - California requires people in the state to wear face coverings outside of their homes.



Properly worn face coverings are mandatory.

Physical distancing - The World Health Organization and multiple European transportation agencies are using a 1 meter (approximately 3 feet) minimum requirement for physical distancing when face coverings are worn.



Give others space to keep everyone healthy. Plan your trip and avoid crowded vehicles.

Keep hands clean - Frequent hand washing can help minimize the spread of COVID-19.



Wash hands before and after your trip. Carry hand sanitizer with you.

A quiet ride - Talking, singing, and other verbal activities increase the risk of COVID-19 transmission.



Reduce the spread – minimize talking when possible.

Cleanliness - Cleaning and disinfecting surfaces reduces possible COVID-19 transmission. Vehicles and facilities are cleaned and disinfected frequently.



We're frequently cleaning and disinfecting our vehicles, stations, workspaces, and high-touch areas to keep everyone healthy.

Ventilation - Increased air flow can provide for a safer environment for customers and employees in the transit.



We're keeping the air flowing to help keep everyone healthy.

Touchless fares - Minimizing of cash for fares helps reduce risk of COVID-19 transmission.



Using electronic payment can help reduce the spread of COVID-19. Please check with your provider for details.

Testing - Keeping everyone safe and healthy is a priority.



Don't ride if you are sick. If you feel you have been exposed to COVID-19, get tested. Contact your health provider or local public health department.

Personal protective equipment (PPE) -

PPE is inclusive of face coverings, face shields, and gloves. Per CA requirement, face coverings are required for all in a workplace setting. PPE requirements may differ for employees based on job category.



We're providing employee protective equipment and modifications to protect our employees and keep passengers healthy.

Transit Agency Employees

Employee wellness assessments - Assessing employee wellness is part of evaluating fitness for duty during the COVID-19 pandemic.



Agencies have employee wellness assessments in place to protect our employees and passengers.

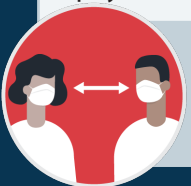
Personal protective equipment (PPE) -

PPE is inclusive of face coverings, face shields, and gloves. Per CA requirement, face coverings are required for all in a work place setting. PPE requirements may differ for employees based on job category.



We're providing PPE such as face coverings, face shields, and gloves to our employees. PPE requirements may differ based on job category.

Physical distancing - The World Health Organization and multiple European transportation agencies are using a 1 meter (approximately 3 feet) minimum requirement for physical distancing when face coverings are worn.



Give others space to keep everyone healthy.

Contact tracing - If an employee reports an infection or possible contact with an infected person, transit providers should maintain records of what other employees may have come into contact. Transit agencies should report any confirmed infections to the appropriate public health agency.



We have an employee contact tracing program in place to keep our employees safe and healthy.

Testing - Public transit workers are deemed essential and have been given priority testing. We encourage testing of employees who have symptoms or think they may have been exposed to COVID-19.



Don't come to work if you are sick. If you feel you have been exposed to COVID-19, get tested. Contact your healthcare provider or local public health department.

Paratransit Agency Customers

Face coverings - California requires people in the state to wear face coverings outside of their homes.



Properly worn face coverings are mandatory.

Touchless fares - Minimizing of cash for fares helps reduce risk of COVID-19 transmission.



Using electronic payment can help reduce the spread of COVID-19. Please check with your provider for details.



Recommended Messaging Approach and Channels

Sharing information and consistent messaging will help ensure a successful implementation of this plan. While individual agencies have separate policies, facilities, services and communications methods, it is recommended to feature the key messages from this plan in prominent communications channels. Communication is critical for a successful implementation for everyone that interacts with the transit system. With shared and uniform messages in place, passengers traveling across providers will experience consistency in expected conduct and environment.

Communication Channels – Owned

- ➔ Agency Website – Prominently feature the key message points and information on frequently-used landing pages, customer/fare pages and microsites, employee intranet, and media pages as well as a link to healthytransitplan.com. Site analytics should be used to monitor.
- ➔ Share and post co-produced information video on agency websites and social media platforms.
- ➔ Social Media Platforms – Post key message points at times recognized for highest engagement. Add applicable key messages in engagement and individual messages. Utilize applicable video clips as aligned with key messages.
- ➔ Other Digital Communications - Frame key plan messages in customer-facing newsletters, blogs and/or e-blasts.
- ➔ On-vehicle/Station and Stop Monitors – Add key messages.
- ➔ Customer Service Call Centers/Touch Points – Add key messages to customer touch points such as call center floodgates or hold messages as well as any open customer service and or ticket windows. And, encourage integration of key message points, when applicable, into responses to customer inquiries.
- ➔ Post distancing and entry/exit modifications on vehicle floors and ceilings.
- ➔ On vehicle signage – Post key messages on vehicles and applicable boarding/fare gate areas and ticket vending equipment, points of entry, customer ticketing and service areas.
- ➔ Publish messages on shared revenue advertising space within or outside vehicles.
- ➔ Add applicable information to on-location rerouting notices.

Communication Channels – Earned

- ➔ News release(s) – as planned by the Communications Team
- ➔ Media advisory – as planned by the Communications Team
- ➔ Cooperative media event – as planned by the Communications Team
- ➔ Information video – as planned by the Communications Team
- ➔ B-roll – as planned by the Communications Team
- ➔ Op Ed – as planned by the Communications Team
- ➔ Suggesting a Reddit AMA (Ask Me Anything) – featuring key moderators/participants
- ➔ Suggesting a cooperative letter or simplified MOU with agencies to show collaboration

Communication Channels – Paid

- ➔ Consider/explore use of paid/boosted posts on social media channels.
- ➔ Explore options for cooperative advertising options in/around stations: Out-of-home including in-station, on-vehicle and geo-fenced ads served to mobile users within proximity to key stations.

Communication Channels – Community Outreach and Stakeholder Outreach

- ➔ Meet with and engage community leaders for best approach to reaching communities of color, lower-income, and Limited English Proficiency (LEP) populations as well as share materials and key messages.
- ➔ Engage customer advocacy groups and individuals.
- ➔ Share ADA compliant and remediated materials from websites with paratransit partners.
- ➔ Distribute key message point to business and employer groups.
- ➔ Distribute information to Clipper and 511 for cooperative announcement, and encourage integration of key message points, when applicable, into online customer engagement responses.
- ➔ Distribute and or post information at open community center locations.
- ➔ Share key information and message points to Board members and executive teams.
- ➔ Share key information and message points to agency community and passenger working groups.

Employee Communications

Distribute key message points in cooperation with human resources and union representatives at key points:

- ➔ Building entry and exit points
- ➔ Newsletters/eblasts
- ➔ Offices, breakrooms, shops, gyms and other facilities
- ➔ Team calls and huddles
- ➔ Dispatch and scheduling areas





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Appendix A

Bay Area Transportation Provider Participants

- Altamont Commuter Express (ACE)
- Alameda-Contra Costa Transit District (AC Transit)
- Caltrain
- Central Contra Costa Transit Authority (CCCTA)
- City of Dixon Redit-Ride
- County Connection
- Eastern Contra Costa Transit Authority (Tri Delta)
- Fairfield and Suisun (FAST)
- Golden Gate Bridge, Highway and Transportation District (GGBHTD)
- Livermore Amador Valley Transit Authority (LAVTA)
- Marin Transit
- Napa Valley Transportation Authority (VINE)
- Petaluma Transit
- Rio Vista Delta Breeze
- SamTrans
- San Francisco Bay Area Rapid Transit (BART)
- San Francisco Municipal Transportation Agency (SFMTA)
- Santa Rosa CityBus
- Santa Clara Valley Transportation Authority (VTA)
- Solano County Transit (SolTrans)
- Sonoma County Transit
- Sonoma-Marín Area Rail Transit (SMART)
- Tri-Valley Wheels
- Union City Transit
- Vacaville City Coach
- Water Emergency Transportation Authority (WETA)
- Western Contra Costa Transit Authority (WestCAT)

Appendix B

Assessing Plan Effectiveness and Reporting for Accountability

Data collection and accountability is an important component of assessing plan effectiveness and to monitor if adjustments need to be instituted to meet the goals of the plan. This plan provides a framework for Bay Area transportation operators to collect, share and report data, and be accountable to each other as well as provide information to the public to build confidence in the Bay Area public transportation system. It is important to note that public transit operators are primarily accountable to the health guidance issued and updated by county public health officers pursuant to changes in State guidance.

As the administrators of this plan, each Bay Area public transportation provider will report on the metrics outlined in Table 1. This data and any related actions will be updated monthly, shared with the Metropolitan Transportation Commission (MTC) as requested, and be publicly accessible on the following website: healthytransitplan.com.

Each transportation provider will:

- ➔ Define an individual agency process to gather data listed in Table 1, allowing for an agency-specific statistically valid percent sample of data gathering across modes, across facilities and vehicles.
- ➔ Define who, within each public transportation provider is responsible to manage and report the data and report the data as individual agencies.

Table 1 identifies metrics to support management of this safety and health plan.

Table 1. Safety and Health Plan Metrics

Common Commitments	
All Agencies	
State mandated and properly-worn face coverings	✓
Safe distancing and capacity	✓
Daily cleaning	✓
Sharing data between agencies	✓
Paratransit	
Contact outreach if reported infected customer	✓
Individual Agency Commitments	
Strategic, Plans and Processes	
Plan/process for transportation provider facility staffing (% of occupancy)	✓
Communication strategy and reporting on posted, verbal, email and social distancing communications to include non-English language – internal and external	✓
Individual Agency Metrics	Timing
Customer Facing	
Estimate of face covering compliance – random statistically significant sample across modes, including facilities and vehicles Goal: 95% compliance (allows for non-exempt) Critical metric as the closer physical distancing assumed in this plan is based on face covering compliance, in addition to other measures	Agency data Reported monthly to dashboard
Estimate of vehicle capacity - random statistically significant sample across modes Goal: Estimate of vehicle capacity to allow for physical distancing	Agency data Reported monthly to dashboard
Employee Facing	
Percent (%) of internal contact tracing completed if confirmed infected employee Goal: 100% of confirmed employees	Agency data Reported monthly to dashboard
Estimated compliance across employee groups for face coverings Goal: 100% (exempt employees counted as compliant)	Agency data Reported monthly to dashboard

Riding Together: Bay Area **Healthy Transit Plan**



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Lifeline Transportation Cycle 6 Program of Projects

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution No. 20-19 adopting the Lifeline Transportation Cycle 6 Program of Projects.

EXECUTIVE SUMMARY

The Metropolitan Transportation Commission (MTC) has made \$156,657 in federal transit funds available to public transit operators, community based organizations and non-profits, and other local government agencies for lifeline transportation projects in Napa. Lifeline funds address transportation gaps or barriers identified in community-based transportation plans or other local planning efforts in low-income communities.

Napa Valley Transportation Authority (NVRTA) issued a notice for Letters of Interest for the Lifeline Transportation Program on June 22, 2020. Two letters of interest were received, one from the City of St. Helena, and one from the City of Calistoga. Both projects are pedestrian projects that will enhance safety and connectivity and meet the criteria of the Lifeline Transportation Program.

FISCAL IMPACT

None, but this action will make \$156,657 available for programming Lifeline Projects in Napa County.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA 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: Resolution No. 20-19 Approving the Lifeline Transportation Program Cycle 6 Project Funds for Fiscal Year (FY) 2018-19 and Fiscal Year (FY) 2019-20 for the Napa County Program of Projects

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 20-19 approving the Lifeline Transportation Program Cycle 6 Program of Projects.

COMMITTEE RECOMMENDATION

The Paratransit Coordinating Council recommended the NVTA Board adopt Resolution No. 20-19 at its September 3 meeting.

The Technical Advisory Committee recommended the NVTA Board adopt Resolution No. 20-19 at its September 3 meeting.

BACKGROUND

The Metropolitan Transportation Commission (MTC) makes funding available to improve mobility of low-income communities through the Lifeline Transportation Program (LTP). LTP funds are distributed to counties based on a low-income population formula and are administered by Bay Area County Transportation Agencies. The Napa Valley Transportation Authority (NVTA) serves as the Transportation Agency for Napa County. NVTA issued a notice for all interested parties to submit Letters of Interest for lifeline funding.

The program is intended to fund projects included in community-based transportation plans (CBTP) or other planning efforts, including projects that: 1) Are developed through a collaborative and inclusive planning process; 2) improve transportation choices; 3) address transportation gaps identified in the CBTP or other local planning efforts; and 4)

focus on transportation needs specific to elderly and disabled residents of low income communities.

Eligible Applicants:

Public agencies, county social service agencies, cities and counties, and non-profit organizations are eligible applicants. However, since Federal Transit Administration (FTA) Section 5307 funds are all statutorily restricted to eligible public transit agencies, applicants must partner with NVTa to access the revenues.

Available Funding:

Table 1. Lifeline Fund Sources

Fund Source	Amount		Total
	FY 2018-19	FY 2019-20	
FTA Section 5307 Funds	\$77,528	\$79,129	\$156,657

Local Matching Fund Requirement:

LTP Cycle 6 requires a minimum match of 20% of the total project cost.

Two exceptions to the 20% requirements:

1. FTA Section 5307 operating projects require a 50% match.
2. All vehicle purchase projects require a 50% match.

Local match for FTA funds can be federal funds providing they are not Department of Transportation Funds.

Eligible Projects:

The program goal is to improve mobility for low-income communities in Napa County.

Eligible Projects under FTA Section 5307 include:

- New and existing transportation and transit services
- Capital and operating projects

Projects are selected based on:

- 1) Community-identified priority/ local support
- 2) Implementation plan/project readiness
- 3) Ability to provide required match
- 4) Accountability and Reporting
- 5) Cost effectiveness
- 6) Project budget/sustainability

Project Priority is given to projects addressing the four overarching priorities identified in the CBTP:

- Improve Pedestrian Safety – Improve conditions to reduce traffic incidents and increase pedestrian safety
- Mobility – options that expand mobility for low-income, senior and disabled residents
- Transit related – Increase local transit evening frequencies, increase amenities, decrease fares for low-income individuals
- Americans with Disabilities – Increase transit ADA access

Project Delivery Requirements:

Projects receiving FY 2018-19 funds must be completed by August 2023, and projects receiving FY 2019-20 funds must be completed by August 2024.

Draft Proposed Program

The cities of Calistoga and St. Helena submitted letters of interest for projects. The City of St. Helena is requesting funds for pedestrian crossing and safety improvements along Pope Street. This project is listed in the CBTP as a high priority project. Staff is recommending 60% of the funding, \$94,000, be awarded to this project, which would cover the cost of the project less the 20% local match.

The City of Calistoga requested funds for the Riverside Path. The path connects downtown Calistoga to parking and facilities along Washington Street. This project is not specifically identified in the CBTP, but it meets the program criteria for pedestrian safety improvement and access in a community of concern. The City of Calistoga has been identified in the CBTP as a community of concern. Staff is recommending the remaining 40% of funding, \$62,657 be awarded to the Riverside Path project.

Table 2 below, summarizes the staff recommended Lifeline Program for the NVTB Board's consideration.

Table 2. Lifeline Cycle 6 Napa Projects

Project Sponsor	Project Title	Description	Lifeline \$	Match \$	Total \$
St. Helena	Pope St. Crossing	Crossing safety improvements on Pope St. such as RFRB	\$94,000	\$18,800	\$112,800
Calistoga	Riverside Path Project	Pathway connection from Washington to downtown Calistoga	\$62,657	\$12,531	\$75,188
			\$156,657		

ALTERNATIVES

The Board may choose not to adopt this program of projects and the Lifeline Cycle 6 funds would be distributed for projects in other Bay Area counties.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community

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

This program of projects will improve mobility and transportation options for two jurisdictions as well as improve pedestrian safety in both of those communities.

ATTACHMENT

(1) Resolution No. 20-19

RESOLUTION No. 20-19

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
APPROVING THE LIFELINE TRANSPORTATION PROGRAM CYCLE 6
PROJECT FUNDS FOR FISCAL YEAR (FY) 2018-19 AND
FISCAL YEAR (FY) 2019-20 FOR THE NAPA COUNTY PROGRAM OF PROJECTS**

WHEREAS, the Metropolitan Transportation Commission (MTC) has established a Lifeline Transportation Program to assist in funding projects that 1) are intended to result in improved mobility for low-income residents of the nine San Francisco Bay Area counties, 2) are developed through a collaborative and inclusive planning process and 3) are proposed to address transportation gaps and/or barriers identified through a substantive community-based transportation plan or are otherwise based on a documented assessment of needs; and

WHEREAS, MTC has adopted principles, pursuant to MTC Resolution No. 4416, to guide implementation of the Lifeline Transportation Program for the two year period from Fiscal Year 2018-19 and Fiscal Year 2019-20, and MTC has solicited applications from transit operators (eligible recipients of FTA Section 5307 funds) from each of the nine bay area counties to propose projects for Lifeline Cycle 6 funding; and

WHEREAS, NVTa generally conducted a broad, inclusive public involvement process, and use multiple methods of public outreach in identifying projects for the Lifeline Transportation Program in Napa county; and

WHEREAS, NVTa submitted a project(s) in response to the solicitation of applications/call for projects; and

WHEREAS, NVTa has confirmed that proposed project(s), described more fully on Attachment A to this Resolution, attached to and incorporated herein as though set forth at length, is consistent with the Lifeline Transportation Program goals as set out in MTC Resolution No. 4416; and

WHEREAS, NVTa, recommends proposed project(s), described more fully on Attachment A to this Resolution, attached to and incorporated herein as though set forth at length, be funded in part under the Lifeline Transportation Program; and

WHEREAS, Project Sponsors agree to meet project delivery and obligation deadlines, comply with funding conditions placed on the receipt of funds allocated to the Lifeline Transportation Program, provide for the required local matching funds, and satisfy all other conditions set forth in MTC Resolution No. 4416; and

WHEREAS, NVTA certifies that the project(s) and purpose(s) for which funds are being requested is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 1500 et seq.) and if relevant the National Environmental Policy Act (NEPA), 42 USC Section 4-1 et seq. and the applicable regulations thereunder; and

WHEREAS, there is no legal impediment to NVTA making the funding request; and

WHEREAS, there is no pending or threatened litigation which might in any way adversely affect the ability of Project Sponsors to deliver the proposed project(s) for which funds are being requested, now therefore be it

RESOLVED, that NVTA requests that MTC program funds available under its Lifeline Transportation Program, in the amounts requested for which the Project Sponsors, for the project(s) described in Attachment A of this Resolution; and be it further

RESOLVED, that staff of NVTA shall forward a copy of this Resolution, and such other information as may be required, to MTC, and such other agencies as may be appropriate.

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 September 16, 2020, by the following vote:

Alfredo Pedroza NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel

ATTACHMENT A
Lifeline Transportation Program Cycle 6 Projects

Project Sponsor and Name	Project Description	Lifeline Transportation Program Funding Amounts		Local Match Amount	Total Project Cost
		5307	Total Lifeline Funding		
City of St. Helena Pope St. Pedestrian Improvements	Pope St. Pedestrian Safety crossing, sidewalk and lighting improvements	\$94,000	\$94,000	\$18,800	\$112,800
City of Calistoga Riverside Path Project	Pedestrian pathway connection from Washington St. to Downtown Calistoga	\$62,657	\$12,531	\$12,531	\$75,188
Total		\$156,657	\$156,657	\$31,331	\$187,988



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Imola Avenue Corridor Complete Streets Improvement Plan

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Imola Avenue Corridor Complete Streets Improvement Plan.

EXECUTIVE SUMMARY

The Imola Avenue Complete Streets Corridor Improvement Plan Draft provides the framework and recommendations for the transformation of a crucial east/west transportation corridor from a vehicle-centric arterial to a complete streets multimodal corridor, which serves low-income communities, multiple schools, employment centers and retail.

The plan has been under development since December 2018 and is now complete and is being presented for the Boards' approval. Chapters 1-3 describe the plan purpose, coordination with local agencies and establishes the vision and goals for the corridor. Chapters 4 & 5 provide an evaluation of existing conditions and economic analysis of the corridor while describing potential strategies for improvement. Chapter 6 includes detailed project recommendations for both near-term and long-term improvements. The final chapters evaluate and prioritize the plan project recommendations and describe potential funding sources required for project implementation. Finally, the appendices include all of the technical analysis used to produce the plan.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Senior Planner/Program Administrator
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Imola Avenue Corridor Complete Streets Improvement Plan

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the Imola Avenue Corridor Complete Streets Improvement Plan.

COMMITTEE RECOMMENDATION

Not applicable

BACKGROUND

NVRTA received a Caltrans Sustainable Communities Planning Grant to plan for improvements along the Imola Avenue Corridor. NVRTA contracted with GHD, an engineering firm with expertise in complete streets corridor planning, to assist in producing the Plan. The Plan was a collaborative effort with Caltrans, the City of Napa, and the County of Napa.

The Imola Avenue Complete Streets Corridor Improvement Plan will create a new vision for the corridor, to transform it into a place where people of all ages and abilities can travel safely and comfortably, whether walking, bicycling, riding transit, or driving. These changes will allow Imola Avenue to better serve the diversity of destinations along the corridor, including residential neighborhoods, commercial properties, schools, and trails like the Ridge Trail, Bay Trail, and Napa Valley Vine Trail.

The Imola Avenue Corridor has been identified as a high priority corridor in need of significant multimodal improvements. The corridor is complex because it serves various land uses and needs and because it is owned by three government agencies – Caltrans (SR 121), the County of Napa, and the City of Napa. The corridor lacks some of the basic

elements to serve all users on the corridor and consequently it was identified as an ideal candidate for a more complex and detailed corridor improvement plan.

The project objectives are to achieve significant increases in multimodal transportation access, improved mobility, and connectivity along the corridor to schools, retail nodes, residential neighborhoods, and open space by developing safer, complete streets infrastructure improvements. The plan integrates local planning objectives with a focus on enhancing public health, safety and security through cooperative planning and development for functional improvement of the built transportation environment along the corridor.

There are several stakeholders along the corridor, including Napa County Office of Education, Napa State Hospital, and Napa Valley College. In 2014, NVTA staff in cooperation with jurisdiction staff, elected officials and Caltrans walked the corridor to identify needs and potential improvements. For this plan, NVTA staff and GHD convened a staff working group and stakeholder working group and have been working closely with both groups in order to coordinate with other planned projects, such as the Napa Valley College student housing project, and the Napa County Office of Education Community Schools construction project and the City of Napa median beautification project. The Imola Corridor project is identified in the Countywide Transportation Plan, *Vision 2040, Moving Napa Forward*.

The plan identified deficiencies along the corridor and categorized proposed improvements under four primary categories and uses icons to represent:

1. Safety & Capacity
2. Complete Streets
3. Green Streets
4. Community Vitality

Improvement types under each category are designed to:

- Create a continuous and accessible pedestrian network
- Provide low-stress buffered or separated bikeways
- Facilitate crossings between destinations
- Support transit and park and ride access
- Reduce conflicts between modes
- Maintain Traffic flow and goods movement

Benefit/Cost Analysis

Benefits likely to result from the recommended improvement concept are estimated based on a variety of methodologies described in detail in Chapter 7 of the plan. Table 1 below shows the estimated cost and benefit of each segment resulting in an overall benefit/cost ratio of 5.14, which will compete well for multiple types of grants, including Highway Safety Improvement Program (HSIP) and Active Transportation Program (ATP) funds.

Table 1 Benefit/Cost –Imola Corridor by segment

Corridor Segment	Benefit	Cost	B/C Ratio
West (Foster to Jefferson)	\$54.7M	\$3.9M	14.2
Central (Jefferson to Soscol)	\$18.0M	\$6.5M	2.76
East (Soscol to Fourth Ave.)	\$10.6M	\$5.8M	1.82
Full Corridor	\$83.3M	\$16.2M	= 5.14

Next Steps

Board approval will allow NVTa staff to work with Caltrans and other stakeholders along the corridor to initiate the next phase in project development, beginning with initiation of the Intersection Control Evaluation (ICE) process for the large intersections along the corridor. This process is required for all intersections on the state highway system. The ICE process will examine the feasibility of the potential for all functional solutions, such as roundabouts.

An additional \$100M for Complete Streets components has been programmed into the Caltrans State Highway Protection Program (SHOPP) for projects listed in the 2020 SHOPP. Caltrans has a Capital Preventive Maintenance (CAPM) project along Imola Avenue in the 2020 SHOPP which is scheduled to begin in 2023-24. The California Transportation Commission programmed \$42M of these funds to projects listed in the 2020 SHOPP program at its June meeting. The remaining \$58M will be programmed in October. Imola Avenue is one of five potential projects in Caltrans' District 4 that may receive this funding.

Staff will also pursue additional grant funding through multiple sources to bring proposed designs to 100% and to build out the full corridor project.

ALTERNATIVES

The Board may choose not to adopt the plan, which will reduce funding opportunities for projects along the corridor.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

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

Goal 4: Support Napa County's economic vitality

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

The plan proposes to make several multimodal improvements that will not only increase the safety for all modes along the corridor, but enhance and improve access to a major retail area in Napa County, which supports economic vitality. By improving the corridor for all modes, all vehicles will move more efficiently along the corridor, including freight and transit.

ATTACHMENT

Due to large file size, the Imola Avenue Corridor Complete Streets Improvement Plan documents are available for review by clicking on the following link:
<https://www.imolacorridorplan.org/about>



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Task Order Agreements in Response to the Request for Qualifications (RFQ) 2020-04 for On-Call Planning Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to up to fourteen (14) task order contracts for on-call planning services, each for a term not to exceed five (5) years.

EXECUTIVE SUMMARY

Planning services are an essential service required by NVTA for the successful performance of its planning projects and programs. In response to RFQ 2020-04, seeking proposals for on-call planning services, sixteen (16) proposals were received. An evaluation committee recommended fourteen (14) proposers (Attachment 2) for award of on-call planning service contracts covering various work disciplines (Attachment 3). The on-call planning services are also available to NVTA's jurisdiction partners.

FISCAL IMPACT

None



September 16, 2020
NVTA Agenda Item 10.5
Continued From: New

Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director - Capital Development and Planning
(707) 259-5968 / Email: dshcmritz@nvta.ca.gov
SUBJECT: Task Order Agreements in Response to the Request for Qualifications (RFQ) 2020-04 for On-Call Planning Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to up to fourteen (14) task order agreements for on-call planning services, for terms not to exceed five (5) years (Attachment 1).

COMMITTEE RECOMMENDATION

None

BACKGROUND

On June 18, 2020, RFQ 2020-04 was advertised seeking on-call planning services for a period of up to three (3) years with the option of two (2) one (1) year extensions. Planning services are an essential service required by NVTA for the successful completion of planning projects and programs. Consultants often offer technical expertise in specific disciplines that NVTA does not have.

The purpose for securing an on-call planning list is to pre-approve eligible consulting firms to expedite project awards at the time the services are required. Executing an on-call agreement does not commit NVTA to any work task order or guarantee an awarded dollar amount to any proposer. NVTA's partner jurisdictions will also be able to utilize NVTA's on-call planners for any of their planning projects. The list of on-call planners have already met state and federal procurement requirements, which will provide a more streamline contracting process for the jurisdictions.

The NVTB Board will ultimately approve all amendments to the agreements in excess of the executive director's signing authority and receive quarterly reporting of other expenditures. Previous NVTB projects involving the expertise of on-call planners include: the Countywide Transportation Plan, the Vine Express Bus Study, the Short Range Transit Plan, the Travel Behavior Study, Countywide Bicycle and Pedestrian Plans, Federal Grant Applications, and Financial Analysis.

In response to RFQ 2020-04, 16 proposals were received. The proposals were very competitive and consequently, the scoring very close. An evaluation selection committee has recommended the top fourteen (14) proposers (Attachment 2) for award of on-call planning service contracts covering work disciplines outlined in the scope of work (Attachment 3). Each successful proposer will be awarded a standard professional services task order agreement for a period of up to three (3) years, with an option for two (2), one (1) year extensions at the discretion of staff. When services are required, staff may seek competitive proposals from the list of on-call firms.

ALTERNATIVES

The Board could not authorize the Executive Director to enter in to contract with the on-call proposers, which would require NVTB staff to release a full Request for Proposal (RFP) for every future project or task order which is likely to cause project delays and additional staff time.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Goal 3 – Use taxpayer dollars efficiently

The On-Call Planning Agreements will aid in refining projects and identify means to deliver critical projects for all modes and all members of the community. Proper planning can refine community focus and reduce projects' scopes which ultimately reduces the cost of other project phases. The approach also reduces staff time and streamlines the selection and procurement process for NVTB and its jurisdiction partners.

ATTACHMENTS

- (1) Draft On-Call Planning Agreement
- (2) Top 13 List of Qualified Proposers
- (3) RFQ Scope of Work
- (4) Proposers' Discipline Matrix

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 20-XX

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and _____ FIRM NAME _____ whose mailing address is _____, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to provide NVTA with ON-CALL PLANNING SERVICES for a period of three (3) years to ensure maximum and full and open competition on an ongoing basis for a variety of different projects to be undertaken by NVTA through the Term of this Master Agreement, the general scope of which services are as described in NVTA's Request for Qualifications (RFQ) No. 2020-04, for ON-CALL PLANNING SERVICES, dated June 18, 2020, attached hereto as EXHIBIT A; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its September 16, 2020 Board of Directors meeting; and

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

TERMS

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

1. Term of the Agreement.

a. The term of this Agreement shall commence on the date first above written and **shall expire on September 30, 2023**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

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

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

2. Scope of Services.

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

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

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

(d) The parties agree that any provision contained in CONTRACTOR'S proposal(s) that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum cumulative payments under this Agreement shall be determined by separate work authorization(s) as set forth in each Project Work Order (EXHIBIT B) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director of Administration, Finance and Policy of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the

approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov who, after review and approval as to form and content, shall submit the invoice to the NVTA Director of Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

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

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

(a) Workers Compensation Insurance. CONTRACTOR will provide workers compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers compensation insurance for the performance of

any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

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

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

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

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

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of

coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTa shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTa with respect to any insurance or self-insurance programs maintained by NVTa. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTa's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

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

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

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTa and its officers, agents and

employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

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

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

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

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

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

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

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail,

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

NVTA

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

CONTRACTOR

[Name]
[Title]
[Address]
[City, State, Zip Code]

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

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

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

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 14, 2005. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

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

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

CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NVTa.

17. No Assignments or Subcontracts.

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTa. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTa to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTa may be given by its Executive Director.

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

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

19. Interpretation; Venue.

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

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

any dispute arising under this Agreement. Unless expressly agreed otherwise, NVTA does not agree to arbitration.

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

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

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

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR

shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

(d) Federal Required Clauses. Notwithstanding anything to the contrary in this Agreement, pursuant to 29 C.F.R. 97.36(i), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the Federal Transit Administration for federally funded contracts, to the extent they are applicable to the services to be provided under this Agreement, and as set forth in Attachment 1, attached hereto and incorporated herein by reference.

(e) Federal Changes - CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in RFQ # 2020-04 and the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

1. NVTA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NVTA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(g). Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs if CONTRACTOR intends to engage any subcontractors. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.8%. A separate contract goal has not been established for this procurement. If applicable, CONTRACTOR shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in Attachment E for RFQ #2020-04 incorporated herein.

(h). Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All relevant contractual provisions required by DOT, as set forth in FTA Circular 4220.1F shall be compiled by the parties. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such

financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

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

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

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

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

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

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

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

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

“NVT A”

“CONTRACTOR”
[NAME OF CONTRACTOR]

By _____
KATE MILLER, Executive Director

By _____
NAME, Title, Signature

ATTEST:

By _____
KARALYN E. SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

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

ATTACHMENT 1 – FEDERAL CONTRACT REQUIREMENTS

1. AMENDMENTS

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

2. TERMINATION

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

3. RETENTION OF RECORDS

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

4. AUDITS

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

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

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49 U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority (NVTa) to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE contract goal of ___ percent has been established for this contract. The bidder/offers shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

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

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

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

1. A finding of material breach of contract
2. Suspension of payment of invoices
3. Bringing to the attention of the Department of

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

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

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

In the event that this project is funded by FTA in whole or in part, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act,

fail to perform any act, or refuse to comply with any NVTa requests which would cause NVTa to be in violation of the FTA terms and conditions.

9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES (Reserved)

10. STATE ENERGY CONSERVATION PLAN

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321)

11. DEBARMENT

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

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

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

12. CLEAN AIR AND WATER POLLUTION ACTS

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

13. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or

award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20-CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

14. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NVTa and the officers, agents, employees and volunteers of NVTa from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTa or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTa is solely limited to reimbursing NVTa for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTa which are ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

15. COMPLIANCE WITH LAWS

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

16. BUY AMERICA REGULATIONS

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

17. COMPLIANCE WITH FTA REGULATIONS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTa and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

18. DAVIS-BACON ACT
(a) Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

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

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

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

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

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

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

(b) Withholding

The NVTa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVTa may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

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

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

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor

or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

(d) Apprentices and Trainees

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

progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(j) Certification of eligibility:

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

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

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

19 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NVT, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

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

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

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

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

22. CARGO PREFERENCE-U.S.FLAG

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

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

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

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

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

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

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

ATTACHMENT E-3
DBE Information – Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

NVTA established a Disadvantaged Business Enterprise (DBE) goal of _____ for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications

Dates of Advertisement

_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs
Solicited

Date of Initial
Solicitation

Follow Up Methods
and Dates

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount(\$)	Percentage Of Contract
---------------	-------------------------------------	--------------------	------------	------------------------

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a :

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization

Method/Date of Contact

Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT A

REQUEST FOR QUALIFICATIONS

See RFQ No. 2020-04 for On-Call Planning Services attached.

SAMPLE



NAPA VALLEY TRANSPORTATION AUTHORITY

REQUEST FOR QUALIFICATIONS

RFQ No. 2020-04

to provide

ON-CALL PLANNING SERVICES

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

Proposals are due prior to 3:00 PM (local), July 24, 2020

NVRTA invites firms or individuals that possess qualifications, experience and knowledge to submit a proposal. Any contract to be awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above). To obtain a full copy of the RFQ, please contact NVRTA office at (707) 259-8631 or download the document from our website at <https://www.nvta.ca.gov/procurement-opportunities>.

Release of RFQ authorized by:


Kate Miller (Jun 18, 2020 17:04 PDT)

Jun 18, 2020

Kate Miller, NVRTA Executive Director

Date

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PROCUREMENT SCHEDULE**KEY RFQ DATES**

Issue Date	June 19, 2020
Pre-proposal Conference	June 24, 2020, 3:00PM (local)
Deadline for Submitting Written Questions	June 29, 2020, 4:00PM (local)
Answers to Written Questions Posted	July 02, 2020
Deadline for Proposal Submittal	July 24, 2020, 3:00PM (local)
Final Selection / Interviews <i>(if necessary)</i>	August 17-21, 2020
Award Contract	September 16, 2020

**REQUEST FOR QUALIFICATIONS
RFQ No. 2020-04
for
ON-CALL PLANNING SERVICES**

SECTION I – INTRODUCTION

Napa Valley Transportation Authority (NVTa)

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

NVTa serves as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County and is responsible for programming State and Federal funding for transportation projects within the county. NVTa is charged with coordinating short and long term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle improvements. NVTa also provides fixed route and on demand transit services in Napa County including Napa VINE, American Canyon Transit, Calistoga Shuttle and Yountville Trolley, Saint Helena Shuttle, and VINE Go.

The Napa Valley Transportation Authority (NVTa) is the local transportation sales tax authority. NVTa is responsible for the oversight and administration of Measure T, the 0.5% sales tax for street and road improvements approved by the voters on November 6, 2012

It is NVTa's intent to establish a list of qualified firms for On-Call Planning Services. Contract will be awarded on September 16, 2020 for a period not to exceed three (3) years with the option of two (2) one (1) year extensions. Prospective proposers may choose to form a team with sub-proposers for the purposes of submitting a proposal. However, if selected, NVTa reserves the right to request substitutions of particular sub-proposers.

A detailed scope of work, budget, and schedule will be developed for specific task orders to be issued by NVTa for individual projects. All documents and reports shall be submitted to NVTa electronically and in hard copy as instructed for each task order.

Proposer's work must comply with applicable NEPA and/or CEQA regulations and guidelines, various federal congressional acts and executive orders and guidelines, other federal and state environmental laws, and regulations and guidelines promulgated by the Federal Transit Administration (FTA) and/or State of California Department of Transportation (Caltrans), as well as NVTa.

Proposers will provide services as described in the detailed scope of work issued by NVTa, and will be responsible for all aspects of coordination and management of planning and design activities. Proposers will work under the direction of NVTa's designated project manager, and will coordinate activities with NVTa planning and engineering staff, environmental staff, legal counsel, transit staff, and other member jurisdictions and technical consultants as necessary to complete the scope of work.

SECTION II - INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A Pre-proposal Conference will be held on *June 24, 2020, 3:00PM (local)*. Due to COVID-19 public health orders, the Pre-proposal Conference will be a video conference in lieu of an in person conference.

Information on how to join the video conference or by phone is:

NVTa MAIN is inviting you to a scheduled Zoom meeting.

Topic: RFP 2020-04 On-Call Planning Services - Pre-Proposal Meeting

Time: Jun 24, 2020 03:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://countyofnapa.zoom.us/j/97262308237?pwd=bXNqQWRtUHUzYzJXajZ5UTJLVUdXQT09>

Meeting ID: 972 6230 8237

Password: 954430

One tap mobile

+16699006833,,97262308237# US (San Jose)

+13462487799,,97262308237# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 972 6230 8237

Find your local number: <https://countyofnapa.zoom.us/j/97262308237?pwd=bXNqQWRtUHUzYzJXajZ5UTJLVUdXQT09>

Join by SIP

97262308237@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 972 6230 8237

Password: 954430

Attendance is strongly encouraged but not required to submit a proposal.

Any questions related to this RFQ shall be submitted in writing to Renée Kulick, Sr. Administrative Technician, via email at rkulick@nvta.ca.gov. Response to all questions submitted will be answered in accordance with Kulick, Sr. Administrative Technician the Procurement Schedule for this RFQ. **Questions shall be submitted before 4:00 PM (local) on June 29, 2020.**

B. Examination of Proposal Documents

By submitting a proposal, the proposer represents that it has thoroughly examined and become familiar with the work required under this RFQ, and that it is capable of performing the work identified in ATTACHMENT A, Scope of Work.

C. Addenda/Clarifications

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFQ may be requested verbally at the pre-proposal meeting or in advance of the meeting in writing. While this meeting is not mandatory, all firms intending to propose are strongly encouraged to attend. All inquiries pertaining to this RFQ should be emailed to Renée Kulick, Sr. Administrative Technician, at the following email address: rkulick@nvta.ca.gov no later than 4:00 PM (local), June 29, 2020. Response to all questions submitted by the June 29, 2020 deadline that may have a material impact on the proposal will be provided to all prospective Proposers and will also be posted on the NVTAs website at <https://www.nvta.ca.gov/procurement-opportunities> on July 2, 2020. The subject line for questions submitted in writing should include reference to: "Questions - NVTAs RFQ No. 2020-04 On-Call Planning Services".

D. Submission of Proposals

All proposal submittals shall be transmitted with a cover letter. The person authorized by the firm/team to negotiate a contract with NVTAs shall sign the cover letter and the letter shall include the name, title, address, email address and the telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. Address the cover letter as follows:

Kate Miller
Executive Director
Napa Valley Transportation Authority
Napa, CA 94559
RFQ No. 2020-04

The Proposer must submit one (1) original proposal, four (4) hard copies, and one (1) electronic copy in PDF format on a CD/DVD/USB flash drive of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address, and clearly marked as follows:

"Proposal Submittal - NVTa RFQ No. 2020-04"

Proposals must be received no later than **3:00 PM (local), on July 24, 2020**. Late proposals will *not* be considered.

A Proposer may object to a provision of the RFQ on the grounds that it is biased, unduly restrictive or arbitrary or to the selection of a particular proposer on the grounds that NVTa procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Executive Director a written explanation of the basis for the protest:

1. Any protest alleging improprieties in a solicitation process or in solicitation documents must be filed not later than five working days prior to the scheduled RFQ opening or deadline for submittal or proposals, as appropriate, in order to be considered by NVTa. Any protest based on such grounds not filed within this period will not be considered by NVTa.
2. Any protests regarding the evaluation of bids or proposals by NVTa, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NVTa no later than 72 hours after the protestor's receipt of NVTa's written notice of its decision or intended decision to award a contract. Any protest filed after such date which raises issues regarding the proposal evaluation, or the contract approval or award will not be considered by NVTa.

All documents submitted as part of the proposal will be deemed confidential during the evaluation process. After the award of a contract, any material submitted by a proposer in response to this RFQ is subject to public inspection under the California Public Records Act (Government Code Sections 6250 et seq.) unless exempt by law. The proposer must identify in writing all trade secrets or other proprietary information that it claims is exempt from disclosure.

E. Withdrawal of Proposal Submittal

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposal submittals as provided in this RFQ by delivering to the Procurement & Compliance Officer a written request for withdrawal signed by, or on behalf of, the Proposer.

F. Rights of NVTa

This RFQ does not commit NVTa to enter into a contract, nor does it obligate

NVTA to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

NVTA may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence or qualifications to perform the services described in this RFQ.

NVTA, in its sole discretion, reserves the right to:

1. Reject any or all proposal submittals.
2. Issue one or more subsequent RFQs and/or RFPs.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFQ and/or RFP process.
5. Approve or disapprove the use of particular subcontractors.
6. Negotiate with any, all, or none of the proposers responding to this RFQ.
7. Solicit best and final offers from all or some of the proposers.
8. Award a contract to one or more proposers.
9. Waive informalities and irregularities in any proposal.

G. Contract Type

It is anticipated that the agreements resulting from this solicitation, if awarded, will be a Task Order Contract, which may use hourly rate(s) compensation with a not to exceed total per task order.

Proposers shall be prepared to accept the terms and conditions of NVTA's standard form contract included as ATTACHMENT C (NVTA Sample Professional Service Agreement) hereto. If a proposer desires to take exception to the agreement, the proposer shall provide the following information as a section of the proposal identified as "Exceptions to the Agreement":

1. Proposer shall clearly identify each proposed change to the agreement, including all relevant exhibits and attachments.
2. Proposer shall furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Substantial exceptions to the agreement may be determined by NVTA, at its sole discretion, to be unacceptable and NVTA may proceed with negotiations with the other proposed firms. See SECTION 8 - AWARD.

SECTION III - FORMAT AND CONTENT OF PROPOSAL**A. Format**

Proposal shall be printed, bound and be 1) as brief as possible, and 2) not include any irrelevant promotional material. One (1) original proposal, four (4) hard copies, and one (1) electronic copy in PDF format on a CD/DVD/USB flash drive of its proposal in a sealed envelope of your RFQ submittal are due at NVTa offices no later than the time and date specified in SECTION II - INSTRUCTIONS TO PROPOSERS.

Proposal shall not exceed a total of the equivalent of thirty (30) single sided pages or fifteen (15) double sided pages. RFQ submittals must consist of letter-sized (8.5" x 11") pages, with the exception of no more than three (3) ledger-sized (11" x 17") pages. General Information Form (ATTACHMENT D), transmittal letter and résumés are excluded from the total page count. Résumés should be limited to no more than two (2) pages in length. Each ledger-size page is considered one (1) page for the total page count. Loose-leaf or binder-clipped RFQ submittals will *not* be accepted. Font size shall be at least 12 point.

The nature and form of response of the proposal submittal is at the discretion of those responding, but shall include, at a minimum, the information listed in Section B below.

B. Content

Proposal content, clarity, and completeness are factors which will be considered in evaluating each proposal received in order to determine suitability of each proposer's capabilities. The entire length of the proposal document must be 30 pages or less and shall include:

- TITLE PAGE
- TRANSMITTAL LETTER
- EXECUTIVE SUMMARY
- COMPANY BACKGROUND AND EXPERIENCE
- QUALIFICATIONS OF PROPOSER
- EXAMPLES OF PUBLIC PROJECTS (*minimum of three (3)*)
- PROJECT UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- RESUMES (*not included in the 30 page limit*).
- COST/PRICING INFORMATION
- REFERENCES (*minimum of three (3)*)
- EXCEPTIONS TO THE AGREEMENT
- APPENDICES (*not included in the 30 page limit*).

1. *Title Page*

The title page should show the RFQ title, the name of the Proposer's firm, name of a contact person, a local address, telephone number and the date.

2. *Transmittal Letter*

A transmittal letter signed by an official authorized to contractually bind the firm or individual is required to sign the cover letter. The transmittal letter shall state that the proposal shall be valid for a 180-day period and should include the name, title, address, telephone number and email address of the individual to whom correspondence and other contacts should be directed during the selection process. The letter should state a list of the planning disciplines for which the proposer is interested in being considered by NVTa.

Address the cover letter as follows:

Kate Miller
Executive Director
Napa Valley Transportation Authority
Napa, CA 94559

RFQ No. 2020-04

3. *Executive Summary*

This section should be limited to a brief narrative highlighting and summarizing the proposal. The summary should clearly convey that the proposer understands the nature of the work and the general approach to be taken for those disciplines it wishes to be considered. It should include, but not be limited to, the following:

- Demonstration of knowledge for each of the planning disciplines the proposer wishes to be considered;
- Knowledge of federal, state, regional, and local regulations and policies;

4. *Company Background and Experience*

A minimum one (1) page description of any previous projects (maximum three (3) projects) similar to the services requested, indicating the project title, timing, and budget, sponsoring agency, agency project manager and roles of individuals used in those projects. Include the name of the contact person, agency for whom the work was performed, telephone numbers, and the year in which the work was completed. References may or may not be contacted.

5. *Qualifications of Proposer*

The Proposer who is awarded the contract for this work will be required to comply with all applicable federal, state, regional and local requirements.

This section should include a brief description of the proposer's qualifications and previous experience on similar or related engagements. Description of pertinent project experience shall include a summary of the work performed, the total project cost, the period over which the work was completed, and the name title, and phone number of clients to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for each project.

Proposer shall have ongoing, productive, and excellent working relationships with federal, state, and local agencies having regulatory oversight in their respective field(s) of work.

Proposer shall have a proven track record of ability to complete project deliverables within a timely manner and within budget.

Principals and project managers for planning services shall be professional planners or engineers licensed in the State of California.

In addition, the selected proposer will be required to provide the certification of eligibility that the proposer has not been debarred or suspended from providing services paid for by the federal government prior to award.

A successful proposer will be required to meet on an as needed basis with NVTa staff, prepare required reports, report information regarding the completion of all tasks in the work program, submit required work products by the required delivery dates and maintain records, accounts and books as necessary.

6. *Project Understanding*

This part of the proposal shall contain a description of how the proposer would organize its approach to a project. The Proposer shall relate how it perceives its role in carrying out the responsibilities required by this RFQ. The Proposer shall also provide examples of challenges encountered on similar services and discuss their approach in handling some of the specific challenges and opportunities it foresees for the planning disciplines listed in this RFQ.

7. *Staffing and Project Organization*

This section should identify key personnel and their experience who will be assigned to a project. An organizational chart for a project team and bios for key personnel shall be included. The chart shall indicate how the

Proposer intends to structure a project team, and identify, as appropriate, the project director, project manager, technical team member, and all other key personnel. This section shall include resumes for all key personnel.

8. *Cost/Pricing Information*

Proposer shall submit a labor rate schedule form that will be used for the contract period (ATTACHMENT F). Additionally, prior to award of a contract, the Proposer may be required to submit the most recent, complete financial instrument that would establish Proposer's ability to complete the obligations of the contract resulting from this solicitation.

9. *Exceptions to the Agreement*

This section shall include any exceptions the proposer has taken to ATTACHMENT C – NVTa Sample Master Service Agreement.

10. *Appendices*

Under this section, proposers shall provide all legal documents and compliance reports including DBE, Lobbying, Disbarment, etc.

SECTION IV - SCOPE OF SERVICES TO BE PROVIDED

The work to be performed under contract based on this RFQ is described in the scope of work attached hereto as ATTACHMENT A and hereby incorporated herein.

This solicitation is intended to provide NVTa with On-Call Planning Services. NVTa may require assistance in the areas of planning, design, program and project management, modeling, and other related services as needs arise.

NVTa may utilize all or none of the Proposer's services.

SECTION V - REQUIRED QUALIFICATIONS

The NVTa seeks skilled firms to deliver innovative, high quality services that are supportive of a broad range of planning services. The planning team may consist of one or more firms; if there is more than one firm, the proposal should clearly state the relationship between the firms and who will lead the team. Proposers responding to this RFQ will be expected to demonstrate that one or more team members have substantive practical experience and expertise in the following areas:

1. Minimum five (5) years recent experience in the areas discussed under Scope of Work, (see ATTACHMENT A) such as specific experience with planning services outlined in the scope of work. Please provide brief resume showing work history and similar or relevant assignments completed by each proposed

team member.

2. Minimum five (5) years experience in project area of interest.

Please provide specific reference information on each of the areas listed above. The Proposer will work under the direction of the Executive Director (or his/her appointed designee) of NVTa, as appropriate.

List of Potential Work Disciplines:

- Environmental
- Planning
- Program Management
- Regulatory Compliance
- Transit Service Operation
- Intelligent Transportation System Design
- Project Management

SECTION VI - PROPOSAL SELECTION AND PROCESS DATES

Issue Date	June 19, 2020
Pre-proposal Conference	June 24 2020, 3:00PM (local)
Deadline for Submitting Written Questions	June 29, 2020, 4:00PM (local)
Answers to Written Questions Posted	July 2, 2020
Deadline for Proposal Submittal	July 24, 2020, 3:00PM (local)
Final Selection / Interviews <i>(if necessary)</i>	August 17-21, 2020
Award Contract:	September 16, 2020

SECTION VII - EVALUATION AND SELECTION

A. Evaluation Criteria

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NVTa and other outside agencies, will review the proposals submitted. They will then establish a list of pre-qualified firms based on pre-established review criteria and interview the firms, if necessary. The individual or composite rating and evaluation forms prepared by the ESRC will not be revealed. A Proposer may propose and qualify for any one or all of the disciplines listed in the ATTACHMENT A Scope of Work.

The product of the selection process will be to pre-qualify up to ten (10) top ranked firms, as recommended by the Evaluation Selection Recommendation Committee (ESRC). The proposals should address these evaluation criteria listed below and be as concise and brief as possible.

1. **Qualification of the Firm - 40 points.** Technical experience in performing work of a closely similar nature; experience working with

public agencies; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessments by client references;

2. **Staffing and Project Organization - 40 points.** Qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel;
3. **Cost and Price - 20 points.** Reasonableness of the billing rates submitted and competitiveness of these rates with other offers received.
(ATTACHMENT F)

B. Evaluation Procedure

NVTA's ESRC will review and evaluate the qualifications submitted, establish a list of finalists based on pre-established review criteria, interview the finalist firms (optional) and select the successful proposers based on pre-established review criteria in accordance with NVTA's Procurement Policies and Procedures Manual. The individual or composite rating and/or evaluation forms prepared by the ESRC members will not be revealed. Negotiations of the contracts, the detailed scope of work, and the fees are not within the purview of the ESRC.

After initial review of the proposals, NVTA may, at its discretion, hold interviews with the top ranked proposers. Each interview will be no more than 60-minutes in duration, with the proposer's presentation limited to not more than 20-minutes. Any areas of specific concern will be identified before the interview. NVTA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

SECTION VIII - AWARD

In accordance with NVTA's Procurement Policies and Procedures Manual, after the ESRC has completed its review, a list of qualified firms will be established. When project needs or specific tasks are identified, NVTA may request a task-specified proposal from two (2) or more qualified proposers from the list. Based on evaluation of the submitted task-specific proposal, the Proposer most advantageous to NVTA will be selected. Negotiations will be conducted for the extent of services to be rendered and for the method/amount of compensation. NVTA reserves the right to award its total requirement among the selected firms or to initiate a new procurement as NVTA may deem in its best interest.

SECTION IX - NON-DISCRIMINATION

Proposers shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, religious creed, color, national origin, ancestry, denial of family and medical care leave, medical condition (cancer/genetic characteristics) physical handicap, disability (mental or physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation, marital status, age (40 and above), in the performance of NVTA contracts. Proposers and any subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Proposers shall include the non-discrimination and compliance provisions of the above clause in all subcontracts to perform work under this contract.

SECTION X - LEVINE ACT

Proposers will be required to disclose on the record any contribution of more than \$250 which they have made to an NVTA Board Member within the twelve-month period preceding the submittal deadline of this RFQ, and within the twelve-month period preceding any subsequent procurement based on this RFQ. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to the Executive Director, Kate Miller. This information will need to be provided before the NVTA can approve any contract.

SECTION XI - NVTA DBE REQUIREMENTS

NVTA has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the NVTA encourages all prime proposers to utilize qualified DBE sub contractors on NVTA projects, NVTA promotes the direct purchase of goods from qualified DBEs by utilizing DBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, NVTA seeks the utilization of qualified DBEs when such DBEs are available. All prime proposers are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT E, E-1, E-2.

For purposes of NVTA's DBE Policy, a DBE shall be a "Disadvantage Business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the NVTA's DBE Policy conflicts with any Federal, State or other funding source's programs, policies, regulations or requirements, NVTA shall make the DBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. NVTA's DBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

NVTA's established Overall DBE Goal is 2.8%.

SECTION XII - INDEMNIFICATION AND INSURANCE REQUIREMENTS

Insurance requirements for this project are set forth in ATTACHMENT C, NVTA Sample Professional Service Agreement for Services, SECTION 7 – INSURANCE and SECTION 8 – HOLD HARMLESS/DEFENSE/INDEMNIFICATION.

All inquiries pertaining to this RFQ should be emailed to Renée Kulick, Sr. Administrative Technician, at the following email address: rkulick@nvta.ca.gov not later than 4:00 PM (local), June 29, 2020. Response to all questions submitted by the June 29, 2020 deadline that may have a material impact on the proposal will be posted on the NVTA website at <https://www.nvta.ca.gov/procurement-opportunities> on July 2, 2020. The subject line for questions submitted in writing should include reference to: "Questions – NVTA RFQ 2020-04 On-Call Planning Services".

Proposals must be received not later than **3:00 PM (local), on July 24, 2020**.
Late proposals will not be considered.

Proposals will be accepted either by hand delivery or by mail addressed as follows:

Kate Miller
Executive Director
Napa Valley Transportation Authority
Napa, CA 94559

RFQ No. 2020-04

Attachments

ATTACHMENT A

SCOPE OF SERVICES

Napa Valley Transportation Authority (NVTa) is seeking a list of qualified firms to provide specific planning services for NVTa and its member jurisdictions. A specified list of disciplines that NVTa is looking to cover in this solicitation are as follows:

- General transportation planning related tasks
- Knowledge and understanding of Federal, State, and regional planning policies and regulations
- Knowledge and understanding of San Francisco Bay Area planning efforts from the Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG) and how they relate to local and statewide planning efforts
- Knowledge and understanding of transportation funding, grant programs and the ability to generate grant applications
- Multimodal planning including: active transportation modes, bus, rail, and ferry
- Active transportation plans
- Transit service operations planning and service restructuring plans
- Equity and community based planning
- Compliance planning and analysis (Title VI, environmental justice, etc.)
- Surveying and general data collection (e.g. transit, commuter and other)
- GIS and cartography services: Ability to create a variety maps and graphics for analytical, informational and outreach purposes (e.g. GIS, Adobe Illustrator)
- Traffic studies using simulation models and other traffic engineering activities. Travel demand modeling
- Traffic operations and corridor management design
- Freight and goods movement logistics and studies
- Corridor management planning and implementation – including emerging technologies
- Intelligent transportation systems planning, design, maintenance and management
- Travel Behavior studies and Big Data analysis
- Training (planning best practices, planning-related software, Federal/State compliance, fixed route, and ADA client needs)
- Mobility management
- Capital planning (transit and transportation infrastructure)
- Environmental planning
- Financial management
- Project management
- Housing and Land use planning

OTHER CONSIDERATIONS. The Contractor shall be available by phone or in person to the designated NVTa staff throughout the contract period.

ATTACHMENT B

GENERAL INFORMATION FORM

(To be completed by the Proposer and placed at the front of the RFQ)

Legal Name of Proposer:

Date:

Street Address:

Telephone Number:

City/State/Zip:

Proposer's Fax Number:

DBE ☐ Cert # _____ SBE ☐ Cert # _____ Other ☐ Cert # _____ None ☐

Type of Organization:
(Corporation, LPA, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

Name, Title, e-mail address, and Phone Number of Person Correspondence should be directed to:

DBE ☐ Cert # _____ SBE ☐ Cert # _____ Other ☐ Cert # _____ None ☐

Signature, Name and Title of Person Signing

ATTACHMENT C

NVTA SAMPLE PROFESSIONAL SERVICE AGREEMENT (PSA) **OR MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA)**

Please refer to our website <https://www.nvta.ca.gov/agreements-forms> for Professional Service Agreement (PSA) or Master Professional Services Agreement (MPSA).

ATTACHMENT D

FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website [Federal Required Clauses | Napa Valley Transportation Authority](#) for content of Federal required clauses.

Federal Required and Other Model Contract Clauses

	Rolling Stock	Operating	Construction	Consultant Services	Research	Goods	Prof Svc
1. Fly America - Required for air transportation. 49USC40116, 41CFR301							
2. Buy America 49USC5323(J); 49CFR PART601	>\$100,000		>\$100,000			>\$100,000	
3. Charter Bus and School Bus 49USC5323 PART604		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels. 49USC5323; 49CFR PART381							
5. Seismic Safety 49USC77041; 49CFR PART41			New Bldg				
6. Energy Conservation 42 USC 6321; 49 CFR 622 SUBPART C	X	X	X	X	X	X	X
7. Clean Water 49USC5323(C)(2); 33USC1251-1388; 23 USC139	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing 49 USC 5318(C)	X	Turnkey					
9. Pre-Award and Post Delivery Audit 49USC5323(M)	X	Turnkey					
10. Lobbying 49CFR PART20; 31USC1352	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
11. Access to Records and Reports 49USC5323(G)		X	X	X			X
12. Federal Changes 49CFR30	X	X	X	X	X	X	X
13. Bonding 49USC53; 49CFR18.38, 19.48(C)(5)			>\$100,000				
14. Clean Air 42 USC7401-7671	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products 49CFR247; 49CFR PART23; 49USC5333(A)	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis-Bacon and Copeland Anti-Kickback Acts 49USC3141-3146			>\$2,000				
17. Contract Work Hours and Safety Standards Act 49USC3701-3708			>\$100,000				
19. No Government Obligation to Third Parties 49USC SEC11	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts 31USC3801; 49CFR PART31	X	X	X	X	X	X	X
21. Termination 49USC5323 SEC11	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement) 2 CFR PART1200+1800	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act 5 USC552A	X	X	X	X	X	X	X
24. Civil Rights 49USC5323 SEC12	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution 49USC5323 SEC39	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patent and Rights in Data 49USC5323 SEC17+18					X		
27. Transit Employee Protective Agreements 49USC5333(B); 29CFR215		X					
28. Disadvantaged Business Enterprise (DBE) 49CFR PART28	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms FTAC2201F	X	X	X	X	X	X	X
31. Drug and Alcohol Testing 49CFR855; 49CFR40		X					

OCT 2018

ATTACHMENT E

CALTRANS DBE/ DBE REQUIREMENTS

☒ NVTa has established an Overall Disadvantage Business Enterprise Goal of 2.8 %

OR

☐ NVTa has not established a DBE Goal for this Agreement' however, Contractor is encouraged to obtain DBE participation for this Agreement

1. **GENERAL PROVISIONS.** This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states: "The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate." Contractor's attention is directed to the following provisions:

- A. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
- B. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Disadvantaged Business Enterprises (DBE) and select work parts consistent with available DBE sub-Contractors.
- D. Meet the specified DBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal; or if there is no specified DBE goal use good faith efforts for participation.
- E. Verify that the DBE proposer is certified as DBE. For a list of certified DBEs, follow the link <https://ucp.dot.ca.gov/licenseForm.htm> for access to the CUCP database. There is no specific certification for DBE proposers; however the CPUC database breaks down DBE proposers by gender and ethnicity to facilitate locating DBE proposers.
- F. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE programs.

2. **SUBMISSION OF DBE COMPLIANCE DOCUMENTATION**

- A. If there is a DBE goal for the Contract, a "Local Agency Proposer -DBE -Information (Proposer Contract)" (Attachment E-1) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- B. The information provided on the form should include with names, addresses and phone numbers of DBE proposers that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Contractor certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE sub-proposers and suppliers.

The Contractor is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If a DBE is participating as a joint venture partner, the successful Contractor is encouraged to submit

a copy of the joint venture agreement.

3. DBE PARTICIPATION

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business proposer defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime Contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- D. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE proposer must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- E. The prime Contractor shall list only one subContractor for each portion of work as defined in their proposal and all DBE subContractors should be listed in the cost proposal list of subContractors.
- F. A prime proposer who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subproposers.

4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A, PURCHASES WILL COUNT TOWARDS THE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a proposer that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a proposer that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the proposer must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

5. **FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:**
 - A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE proposer, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
 - E. The DBE may also lease trucks from a non-DBE proposer, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 - F. For the purposes of this Section 5, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
6. **PERFORMANCE OF DBE CONTRACTORS AND DBE SUBCONTRACTORS / SUPPLIERS**
 - A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the proposer is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
 - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
 - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
7. **FINAL REPORT.** Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the CONTRACTOR or the Contractor's authorized representative and shall be furnished to NVTa with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to NVTa.
8. **DBE CERTIFICATION AND DBE-CERTIFICATION STATUS.** If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to NVTa within 30 days.

[illegible]

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(PROPOSER CONTRACTS) (Revised 06/14)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the proposer contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime proposer. The form has a column for the Names of DBE certified proposers to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime proposer's and subproposers' certification numbers. The prime proposer shall indicate all work to be performed by DBEs including, if the prime proposer is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE proposers.

Attachment E-2 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

Attachment E-2 DBE Information – Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

NVTA established an Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder –DBE Commitment” form indicates that the bidder has met the goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a proposer was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder –DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE proposers, including, where appropriate, any breaking down of the contract work items (including those items normally

performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE proposers.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount(\$)	Percentage Of Contract
---------------	---	-----------------------	------------	------------------------------

- D. The names, addresses and phone numbers of rejected DBE proposers, the reasons for the bidder's rejection of the DBEs, the proposers selected for that work (please attach copies of quotes from the proposers involved), and the price difference for each DBE if the selected proposer is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of proposers selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime CONTRACTOR or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE proposers (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ATTACHMENT F

LABOR RATE SCHEDULE FORM

This attachment is *Instructional Only*. Please submit the required information and identify it as ATTACHMENT F. Provide the labor rate schedules for the prime contractor and all subcontractors proposed to perform the services under this RFQ. The schedule should include the name, classification and rate except where a classification is listed as a group with a rate range.

Include the standard ODC schedule information for your firm.

SAMPLE COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant: _____ Contract No. _____ Date _____

Fringe Benefit 0.00% + Overhead 0.00% + General Administration 0.00% = 0.00% Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = 0.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.



ADDENDUM No. 1

Date: June 25, 2020

To: Prospective Bidders

From: Napa Valley Transportation Authority (NVTA)

Re: Addendum No. 1 to RFQ No. 2020-04 for ON-CALL PLANNING SERVICES

This Addendum is being issued by the Napa Valley Transportation Authority (NVTA) to provide the following:

1. Under SECTION II D – INSTRUCTIONS TO PROPOSERS, Submission of Proposals (page 6) and SECTION III A – FORMAT AND CONTENT OF PROPOSAL (page 8), the submittal of printed proposals (one (1) original and four (4) hard copies) is not required but shall remain optional. Proposals submitted solely as an electronic copy will **only** be accepted in PDF format on a USB flash drive/CD/DVD media. Format and content of the proposal as outlined throughout the RFQ remain unchanged and in effect. Submittal deadlines and all other dates referenced throughout the RFQ and the Procurement Schedule remain unchanged and in effect.

This document is being provided to you as additional information. All of the documents which have been issued after the release of the RFQ will serve as the basis of the work product that will be the ultimate result of this procurement.

We thank you for your continued interest in this procurement and look forward to receiving your response to our solicitation.

EXHIBIT B

PROJECT WORK ORDER NO.

PROJECT NAME:

NVTA PROJECT MANAGER:

CONSULTANT DESIGNATED TEAM MEMBERS:

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated *MONTH XX, 20XX* and Fee Schedule attached as EXHIBIT B.

START DATE: *MONTH XX, 20XX*

COMPLETION DATE: *MONTH XX, 20XX*

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$X,XXX

CHARGE NUMBER FOR PAYMENT: XXXX

TERMS AND CONDITIONS: This Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the "Master Agreement with (CONTRACTOR) dated *MONTH XX, 20XX*, which terms are hereby incorporated and made part of this Project Work Order.

NVTA,

By: _____
Executive Director

Date: _____

CONTRACTOR

By: _____

Date: _____

Print Name:

Title: Chairman of the Board, President or any Vice-President

Tax ID:

By: _____

Date: _____

Print Name

Title: Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer

EXHIBIT C

COST SHEET

See firm's cost proposal dated _____ attached.

SAMPLE

LIST OF RECOMMENDED QUALIFIED PROPOSERS
RFQ 2020-04

1. Alta, Oakland, CA
2. Fehr & Peers, Walnut Creek, CA
3. Kimley Horn, Oakland, CA
4. GHD, Sacramento, CA
5. Toole, Oakland, CA
6. DKS Associates, Sacramento, CA
7. Stantec, Walnut Creek, CA
8. Michael Baker International, Oakland, CA
9. TKJM, Pleasanton, CA
10. CHS Consulting Group, Oakland, CA
11. Iteris, Inc., Oakland, CA
12. NWC, Kensington, CA
13. Interwest, Roseville, CA
14. Placeworks, Berkeley, CA

ATTACHMENT A

SCOPE OF SERVICES

Napa Valley Transportation Authority (NVTA) is seeking a list of qualified firms to provide specific planning services for NVTA and its member jurisdictions. A specified list of disciplines that NVTA is looking to cover in this solicitation are as follows:

- General transportation planning related tasks
- Knowledge and understanding of Federal, State, and regional planning policies and regulations
- Knowledge and understanding of San Francisco Bay Area planning efforts from the Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG) and how they relate to local and statewide planning efforts
- Knowledge and understanding of transportation funding, grant programs and the ability to generate grant applications
- Multimodal planning including: active transportation modes, bus, rail, and ferry
- Active transportation plans
- Transit service operations planning and service restructuring plans
- Equity and community based planning
- Compliance planning and analysis (Title VI, environmental justice, etc.)
- Surveying and general data collection (e.g. transit, commuter and other)
- GIS and cartography services: Ability to create a variety maps and graphics for analytical, informational and outreach purposes (e.g. GIS, Adobe Illustrator)
- Traffic studies using simulation models and other traffic engineering activities. Travel demand modeling
- Traffic operations and corridor management design
- Freight and goods movement logistics and studies
- Corridor management planning and implementation – including emerging technologies
- Intelligent transportation systems planning, design, maintenance and management
- Travel Behavior studies and Big Data analysis
- Training (planning best practices, planning-related software, Federal/State compliance, fixed route, and ADA client needs)
- Mobility management
- Capital planning (transit and transportation infrastructure)
- Environmental planning
- Financial management
- Project management
- Housing and Land use planning

OTHER CONSIDERATIONS. The Contractor shall be available by phone or in person to the designated NVTA staff throughout the contract period.

RFQ 2020-04 ON-CALL PLANNING SERVICES

	FIRM	TECHNICAL SVC CATEGORY			PLANNING	TE/TRANSP	ITS DESIGN	GIS	Finance
		ENVIRO	PROJ MGMT	PROG MGMT					
1	TOOLE	X	X	X	X	X			
2	ITERIS	X	X				X		
3	TJKM					X			
4	STANTEC	X	X	X	X	X	X		
5	GHD	X			X		X		
6	PLACEWORKS	X	X		X		X		
7	FEHR&PEERS	X	X	X	X	X	X		
8	ALTA		X	X	X				
9	INTERWEST					X		X	
10	KIMLEY-HORN	X	X	X	X	X	X		
11	BAKER	X	X	X	X	X	X	X	X
12	NWC		X		X	X	X	X	X
13	CHS				X	X	X		X
14	DKS	X			X	X	X	X	



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Legislative Update and State Bill Matrix

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the State Legislative update prepared by Platinum Advisors and take action on three bills.

EXECUTIVE SUMMARY

Attached is the State Legislative which provides a summary alluding to the chaos that ensued at the conclusion of the legislative session. The bill matrix includes three new bills on the Governor's desk for signature that the NVTA board may wish to take action on.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

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

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the State Legislative update prepared by Platinum Advisors (Attachment 1) and approve board position recommendations for one bill on the State Bill Matrix (Attachment 2).

COMMITTEE RECOMMENDATION

None

BACKGROUND

State Update

Attached are the State legislative update (Attachment 1) and the State Bill Matrix (Attachment 2). There are three bills on the matrix for the Board's consideration:

- AB 107 (Committee on Budget) is a budget trail bill would allow SB 1 State of Good Repair funds to be used for operating purposes. This codifies Executive Order N-62-20. The language does not specifically designate transit employees and frontline workers, however, it defines a process for employee eligibility. Staff is recommending that the Board take a *support position* on this bill.
- SB 1159 (Hill) creates rebuttable presumption that illness or death related to COVID-19 is an occupation injury and eligible for workers compensation benefits. Staff is recommending that the NVTA Board take a *watch* position on this bill.
- SB 1351 (Beall) would create a process to issue revenue bonds to accelerate projects in the 2020 SHOPP as a means to jumpstart the economy. In so doing, funding that is typically set aside for Title XIX projects would be committed for this

purpose. Title XIX limits the use of most state funding from being used for transit projects, other than fixed guideway and related facilities. NVTA has committed its near term Local Partnership Program (LPP) funds, a state program, to the Vine Maintenance Facility. This bill would render the Vine Maintenance facility ineligible for to receive LPP funds. Nevertheless the proposal would greatly help the economy therefore, staff is recommending the NVTA board take a *watch* position on this bill rather than oppose it.

ALTERNATIVES

The Board could change the proposed positions or decide not to act and remove the bills from the bill matrix.

STRATEGIC GOALS MET BY THIS PROPOSAL

None

ATTACHMENTS

- (1) September 1, 2020 State Legislative Update (Platinum Advisors)
- (2) September 1, 2020 State Bill Matrix (Platinum Advisors)



September 1, 2020

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

It's Over: Midnight could not come quick enough to bring an end to one of the most bizarre end of sessions. The legislative session was interrupted several times this year in response to COVID-19 shelter in place orders. The abbreviated session resulted in about 2/3 of the legislative proposals being jettisoned in order to focus more on addressing the pandemic and wildfire needs. However, even though only 740 bills remained on file during the last week of session, both the Senate and the Assembly worked through the weekend using every second the Constitution affords them before both houses adjourned at about 1:00 a.m. Tuesday.

Session almost ended abruptly when Senator Brian Jones attended a Republican caucus event, only to find out later he tested positive for COVID. With all but one Republican Senator now prohibited from entering the Capitol and required to quarantine for two weeks, the remainder of the session was in doubt. To resolve the quarantine issues, the Senate employed the remote voting model used for committee hearings. Overall, the process worked smoothly aside the few "hot mic" expletives directed at the Zoom technology and more commonly the floor process.

While there were no quarantine needs in the Assembly, leadership had been prepared to use a proxy voting process. Proxy voting would be allowed for those who are ill or high risk, but that did not apply to maternity leave. Assemblywoman Buffy Wicks worked the entire end of session with her 1-month old daughter strapped to her side. Her request to use proxy voting was denied.

During the closing days of session rumors swirled about a special session. That remains highly unlikely unless a federal relief package is miraculously approved. Session is now over until December when the new session begins, hopefully under less socially distanced protocols.

LEGISLATION

The following is a highlight of bills approved during the end of session. Governor Newsom now has until September 30th to sign or veto all the bills sent to his desk.

CEQA Exemption: Senator Wiener's SB 288 is on its way to the Governor. This bill exempts from CEQA various transit and bicycle/pedestrian projects until January 2023. NVTa adopted a support position on this measure which could aid in accelerating the development of bicycle and transit projects in the County. While the votes on SB 288 were not unanimous, it was an interesting bipartisan mix of Ayes and Nos. Late last night Senator Wiener did submit a letter to the Journal on SB 288. A copy is not available yet, but these letters usually provide direction on the intent of specific provisions of the bill.

Budget Trailer -- Transit: There were several budget trailer bills rushed through the process during the waning days of session. AB 107 contains various provisions that update trailer bills enacted as part of the budget in June. Included in AB 107 is clarification on the ability for transit operators to use SB 1 state of good repair funds for operations. Specifically, AB 107 would allow transit operators to use funds received in the 19-20 to 21-22 fiscal years from the State Transit Assistance State of Good Repair program for any operating or capital expenditure *provided the operator declares that doing so is necessary to prevent a reduction or elimination of transit service.*

Revenue Bonds – SB 1351 by Senator Jim Beall was approved to create a process to use revenue bonds to accelerate the delivery of projects in the 2020 SHOPP. While the intent of the bill is to promote economic activity, the funding structure will eliminate the ability of transit operators to use Local Partnership Program (LPP) funds. SB 1351 would divert SB 1 Transportation Improvement Fee (TIF) revenue, which is the vehicle registration fee money, to a special account that would be used to secure up to \$5 billion in revenue bonds that would fund projects in the 2020 State Highway Operations and Protection Program (SHOPP). TIF funds are the only revenue sources used as part of the LPP to fund public transit projects. Without the TIF funds, the LPP can only fund projects with excise tax revenue which cannot be used to purchase vehicles or most other transit capital expenditures.



September 1, 2020

Board Action Items

Bills	Subject	Status	Client Positions
<u>AB 107</u> (Committee on Budget) State government	AB 107 contains various provisions that update trailer bills enacted as part of the budget in June. Included in AB 107 is clarification on the ability for transit operators to use SB 1 State of Good Repair Funds for operations. Specifically, AB 107 would allow transit operators to use funds received in the 19-20 to 21-22 fiscal years from the State Transit Assistance State of Good Repair program for any operating or capital expenditure <i>provided the operator declares that doing so is necessary to prevent a reduction or elimination of transit service.</i>	<i>Governor's Desk</i>	Recommended Position: SUPPORT
<u>SB 1159</u> (Hill D) Workers' compensation: COVID-19: critical workers.	SB 1159 creates rebuttable presumption that illness or death related to COVID-19 (novel coronavirus) is an occupational injury and therefore eligible for workers' compensation benefits. The purpose of the bill is to provide presumptive workers' compensation benefits to those who are "subjectively" infected at work, but who may have difficulty proving this fact. The following are some of the elements in the bill: <ul style="list-style-type: none"> • Codifies the terms and conditions of Executive Order N-62-20, which expired in July relating to Workers' Compensation. • Adopts a rebuttable presumption that a peace officer, firefighter, specified frontline employees, and certain health care employees, as defined, who contract COVID-19 were infected with the virus via a 	<i>Governor's Desk</i>	Recommended Position: WATCH

	<p>workplace exposure. This does not include transit employees.</p> <ul style="list-style-type: none"> • Establishes criteria to determine whether an employee within the class of employees eligible for the presumption was potentially exposed, and thereby eligible for the presumption. • Provides that any employee who might benefit from the presumption of compensability must first exhaust any special COVID-19 "time off" benefits provided by federal law before the workers' compensation benefits attach. • Requires the Commission on Health and Safety and Workers' Compensation (CHSWC) conduct a study on COVID-19 and its impact on the workers' compensation system, and issue a report no later than April 30, 2022. • Provides that the presumptions established by the bill continue for 14 days after the last day of employment with an employer. • Establishes a presumption of compensability for employees who contract COVID-19 from any employer that experiences an "outbreak" of COVID-19 cases at a particular work location. 		
<p><u>SB 1351</u> <u>(Beall D)</u></p>	<p>SB 1351 was approved to create a process to use revenue bonds to accelerate the delivery of projects in the 2020 SHOPP. While the intent of the bill is to promote economic activity, the funding structure will eliminate the ability of transit operators to use Local Partnership Program (LPP) funds. SB 1351 would divert SB 1 Transportation Improvement Fee (TIF) revenue, which is the vehicle registration fee money, to a special account that would be used to secure up to \$5 billion in revenue bonds that would fund projects in the 2020 State</p>	<p><i>Governor's Desk</i></p>	<p>Recommended Position: WATCH</p>

	Highway Operations and Protection Program (SHOPP). TIF funds are the only revenue sources used as part of the LPP to fund public transit projects. Without the TIF funds, the LPP can only fund projects with excise tax revenue which cannot be used to purchase vehicles or most other transit capital expenditures.		
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Existing Positions

Bills	Subject	Status	Client Positions
<p><u>AB 1350</u> <u>(Gonzalez D)</u> Youth Transit Pass Pilot Program.</p> <p><u>AB 1350</u> <u>(Gonzalez D)</u> <i>(Continued)</i></p>	<p>AB 1350 (Gonzalez) was gutted and amended to retroactively grant a high school diploma to persons who were in their senior year of high school during the 2019–20 school year; in good academic standing, and on track to graduate, as of March 1, 2020; and unable to complete the statewide graduation requirements as a result of the COVID-19 crisis.</p> <p>Previously, AB 1350 would have required a transit operator to provide free buses passes to persons 18 years of age and under in order to be eligible to receive State Transit Assistance (STA), Transportation Development Act (TDA) or Low Carbon Transit Operations Program (LCTOP) funds.</p>	Governor's Desk	OPPOSE Unless Amended – Prior Version
<p><u>AB 1839</u> <u>(Bonta D)</u> Climate change: California Green New Deal.</p>	<p>AB 1839 proposes a Green New Deal for California.</p> <p>As currently drafted, this measure would establish a policy framework of principles and goals to address negative climate change impacts and inequity. One of the elements of the New deal include increasing affordable housing and public transportation by doubling their current availability by 2030. AB 1839 would create the California Green New Deal Council, which would consist of</p>	DEAD	Watch

	specified agency secretaries. This Council will develop and submit a report to the Legislature on recommendations and policies to achieve the specified goals.		
<u>AB 2012</u> (Chu D) Free senior transit passes: eligibility for state funding.	Similar to AB 1350, AB 2012 would mandate that all public transit operators provide free transit passes to individuals aged 65 and over if the operators want to remain eligible to receive STA, TDA and LCTOP funds.	DEAD	Oppose Unless Amended
<u>AB 2057</u> (Chiu D) San Francisco Bay area: public transportation	AB 2057 is intended to establish a seamlessly integrated regional transit system. While the impetus for this legislation is from the Seamless Bay Area effort, Assemblyman Chiu intends to work with transit operators to craft legislation that will advance service coordination and fare integration throughout the Bay Area. This will not be an easy process, but one that we will be actively involved in.	DEAD	WATCH
<u>AB 2176</u> (Holden D) Free student transit passes: eligibility for state funding.	<p>AB 2176 is also structured the same as AB 1350 and AB 2012, but it would require transit operators to provide a free transit pass to any student enrolled in community college, California State University (CSU), or University of California (UC).</p> <p>As amended AB 2176 would require each transit agency and each community college, CSU, or UC located within the transit operators service area to enter into an agreement to offer free or reduced fare transit passes to students. In addition, AB 2176 would require any community college, CSU or UC that currently charges a student fee for public transit service shall use that revenue solely for transit services.</p>	DEAD	Oppose Unless Amended
<u>AB 2542</u> (Kalra D) Local transportation	AB 2542 revises provisions of annual reporting requirements in relation to the State Transit Assistance Program (STA). It would shift the deadline for when a regional	Governor's Desk	SUPPORT

funds: State Transit Assistance Program: reports.	transportation planning agency (RTPA) must submit an STA eligibility report to the State Controller's Office (SCO) to within seven months of the end of each fiscal year. It would also require SCO to compile, publish, and make publicly available on its website the data and information of all transit operator financial transaction reports (FTRs) on or before November 1 of each year.		
<u>AB 2730</u> <u>(Cervantes D)</u> Access and functional needs: local government: agreement for emergency management, transportation, and paratransit services	The intent of AB 2730 is to update local emergency evacuation plans to include agreements on the use of paratransit vehicles to evacuate vulnerable populations. As amended the bill would require neighboring counties to enter into agreements that include the need for transporting access and functional needs individuals during an emergency.	Governor's Desk	WATCH
<u>AB 3209</u> <u>(Aguiar-Curry D)</u> California Transportation Commission.	As amended, AB 3209 would authorize the NVTa to develop and submit to the California Transportation Commission a local alternative transportation investment plan. The plan would direct the re-investment of proceeds from the sale excess right-of-way located at the intersection of State Highway Route 29 and State Highway Route 221 to address transportation problems and opportunities on state highways in the county.	DEAD	SPONSOR
<u>ACA 1</u> <u>(Aguiar-Curry D)</u> Local government financing: affordable housing and public infrastructure: voter approval.	ACA 1 failed passage on the Assembly Floor. Reconsideration was granted, and another attempt is possible, but the measure was 8 votes short of the 54 needed for passage. A few Democrat members voted No, and several others abstained. Given the stigma that this measure erodes Prop 13 protections makes it unlikely it will secure the needed support to move to the Senate. ACA 1 would lower the voter threshold for property tax increases, parcel taxes and	DEAD	SUPPORT

	<p>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>SB 288 (Wiener D) California Environmental Quality Act: exemptions.</p> <p>SB 288 (Wiener D) (Continued)</p>	<p>SB 288 was recently gutted and amended to exempt from CEQA certain transit and bicycle projects. Specifically, the bill includes an exemption from CEQA for the following projects:</p> <ul style="list-style-type: none"> • Publicly accessible zero emission vehicle fueling stations. • Pedestrian and bicycle facilities. • Project for the institution or increase of public mass transit, including bus, bus rapid transit, light rail, and passenger rail, or commuter services on existing rail or highway rights of way. • A project for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes or existing roadway shoulders. • Rail, light rail, and bus maintenance, repair, storage, administrative, and operations facilities. 	Governor's Desk	SUPPORT
<p>SB 336 (Dodd D) Transportation: fully-automated transit vehicles.</p>	<p>SB 336 aims to address safety and customer service issues by requiring at least one public transit employee to be present on any fully automated transit vehicle. The public transit employee shall be trained in passenger safety, communications, emergency preparedness, and assisting the disabled and elderly.</p> <p>SB 336 would also require any transit operator that deploys an autonomous vehicle to submit a report to the legislature on that deployment by March 31st, 2025. SB 336 would sunset on January 1, 2025.</p>	DEAD	SUPPORT

<p>SB 1408 (Dodd D) State Route 37 Toll Bridge Act.</p>	<p>SB 1408 would authorize another toll bridge in the Bay Area. While the bill currently does not specify the entity that would operate and maintain the toll facilities, the bill would authorize a toll for the use of the Sonoma Creek Bridge along Highway 37. The primary purpose of the toll authority is to fund improvement to the Highway 37 corridor that address sea level rise threats, flooding, and congestion.</p>	<p>DEAD</p>	<p>SUPPORT</p>
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