

707 Randolph Street, Suite 100 • Napa, CA 94559-2912

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Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

AGENDA

Wednesday, July 18, 2012

1:30 p.m.

**NCTPA/NVTA Conference Room
707 Randolph Street, Suite 100
Napa CA 94559**

General Information

All materials relating to an agenda item for an open session of a regular meeting of the NCTPA Board of Directors are posted on our website at www.nctpa.net/m_a.cfm at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NCTPA Board of Directors, 707 Randolph Street, Suite 100, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NCTPA holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NCTPA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

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

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

This Agenda may also be viewed online by visiting the NCTPA website at www.nctpa.net, click on Minutes and Agendas – NCTPA Board or go to www.nctpa.net/bod-c/bod/curr-am.html

ITEMS

1. Call to Order – Chair Keith Caldwell
2. Pledge of Allegiance
3. Roll Call

Members:

Joan Bennett	City of American Canyon
Leon Garcia, Mayor	City of American Canyon
Michael Dunsford	City of Calistoga
Jack Gingles, Mayor	City of Calistoga
Jim Krider	City of Napa
Jill Techel, Mayor	City of Napa
Keith Caldwell, BOS Chair	County of Napa
Bill Dodd	County of Napa
Del Britton, Mayor	City of St. Helena
Peter White	City of St. Helena
Lewis Chilton	Town of Yountville
John F. Dunbar, Mayor	Town of Yountville
JoAnn Busenbark	Paratransit Coordinating Council

4. Public Comment
5. Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update
6. Directors Update
7. Caltrans Update

8. PRESENTATION

- 8.1 Presentation by Solano-Napa Commuter Information (SNCI) on Napa's Green Commute Challenges

9. CONSENT ITEMS (9.1 – 9.8)

- | | | |
|-----|--|---------|
| 9.1 | Approval of Meeting Minutes of June 20, 2012
(Karrie Sanderlin) (<i>Pages 8-11</i>) | APPROVE |
| 9.2 | Notice of Completion for the Transit Bus Yard
Asphalt Repair NCTPA No. 11-25 (Matthew
Wilcox) (<i>Pages 12-15</i>) | APPROVE |

Board action will authorize the Chair sign the Notice of Completion for the repaving of the VINE Transit Yard.

- | | | |
|-----|--|---------|
| 9.3 | Clarification of Award of Contract for Website Redesign and Maintenance Services Antonio Onorato) (<i>Pages 16-83</i>) | APPROVE |
| | <p>Board action will approve the corrected contract with Fluid NRG, Inc. for website redesign, development, implementation, and maintenance services in an amount not to exceed \$83,318, which previously omitted the winning proposal from the original board report and attachment.</p> | |
| 9.4 | Grant of Easement for Bus Stop and Shelter on Gasser Drive (Diana Meehan) (<i>Pages 84-88</i>) | APPROVE |
| | <p>Board action will approve the grant of easement for the purpose of bus shelter placement.</p> | |
| 9.5 | Request for Qualification for On-Call Planning (Lawrence Gawell) (<i>Pages 89-125</i>) | APPROVE |
| | <p>Board action will approved the release of a RFQ for On-Call Planning consultant services.</p> | |
| 9.6 | Approval of Agreement with Dyett and Bhatia, Urban and Regional Planners (Lawrence Gawell) (<i>Pages 126-150</i>) | APPROVE |
| | <p>Board action will approve a contract agreement with Dyett and Bhatia, Urban and Regional Planners, for the Community-Based SR29 Gateway Corridor Improvement Plan Study in an amount not to exceed \$ 297,544.</p> | |
| 9.7 | Approval of Work Authorization No. 4 of the Professional Services Agreement No. 10-23P001 with Mark Thomas & Company for Engineering and Design Support Work on the Hub Signage Project (Lawrence Gawell) (<i>Pages 151-171</i>) | APPROVE |
| | <p>Board action with approve a Work Authorization with Mark Thomas & Company in the amount not to exceed \$69,225 for engineering and design support work to be performed for the Hub Signage Project.</p> | |

- 9.8 VINE/VINE Go Transit Services Ridership Report (Tom Roberts) (*Pages 172-174*)

INFORMATION

Provided for Board review is the monthly transit services ridership data.

10. **PUBLIC HEARING**

RECOMMENDATION

- 10.1 Public Hearing and Approval of Resolution No. 12-23 Adopting the Final Methodology for the Regional Housing Needs Allocation (RHNA) for the Napa Subregion (Danielle Schmitz) (*Pages 175-194*)

APPROVE

Board action will hold a public hearing and approve Resolution No. 12-23 accepting the subregional final methodology.

11. **REGULAR AGENDA ITEMS**

RECOMMENDATION

- 11.1 Report on the Napa County Transportation and Planning Agency 2012 Follow Up Accountant's Report on Applying Agreed-Upon Procedures for the Period of July 1, 2011 to March 13, 2012 (Antonio Onorato) (*Pages 195-253*)

INFORMATION/
ACTION

Provided for Board review is the follow-up Audit report and findings prepared by the County of Napa Auditor Controllers office will be presented.

- 11.2 Approval to Purchase Six (6) Vehicles for the VINE Fleet (Tom Roberts) (*Pages 254-260*)

APPROVE

Board action will (1) approve the purchase of 6, 35' El Dorado Access buses from Creative Bus Sales, (2) authorize the Executive Director to purchase either Compressed Natural Gas (CNG) or clean diesel buses; and (3) authorize the Executive Director to issue a purchase agreement with Creative Bus Sales.

12. **INTERJURISDICTIONAL ISSUES FORUM**

RECOMMENDATION

- 12.1 Interjurisdictional Issues Discussion Forum and Information Exchange

INFORMATION/
ACTION

Board Members are encouraged to share specific new projects with interjurisdictional impacts.

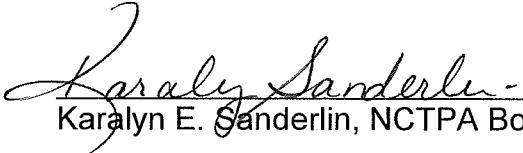
13. **ADJOURNMENT**

RECOMMENDATION

- 13.1 Approval of Meeting Date of September 19, 2012 and Adjournment

APPROVE

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 NCTPA offices, 707 Randolph Street Suite 100 Napa CA, by 5:00 p.m., Friday July 13, 2012.


Karalyn E. Sanderlin, NCTPA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	MTS	Metropolitan Transportation System
ABAG	Association of Bay Area Governments	NCTPA	Napa County Transportation and Planning Agency
ADA	American with Disabilities Act	NEPA	National Environmental Policy Act
BAAQMD	Bay Area Air Quality Management District	NOC	Notice of Completion
AVAA	Abandoned Vehicle Abatement Authority	NOD	Notice of Determination
BART	Bay Area Rapid Transit District	NOP	Notice of Preparation
BATA	Bay Area Toll Authority	NVTA	Napa Valley Transportation Authority
BRT	Bus Rapid Transit	OBAG	One Bay Area Grant
Caltrans	California Department of Transportation	PCI	Pavement Condition Index
CEQA	California Environmental Quality Act	PDA	Priority Development Areas
CIP	Capital Investment Program	PMS	Pavement Management System
CMA's	Congestion Management Agencies	Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes
CMAQ	Congestion Mitigation and Air Quality Improvement Program	PSR	Project Study Report
CMP	Congestion Management Program	PTA	Public Transportation Account
CTC	California Transportation Commission	RACC	Regional Agency Coordinating Committee
EIR	Environmental Impact Report	RFP	Request for Proposal
FAS	Federal Aid Secondary	RFQ	Request for Qualifications
FHWA	Federal Highway Administration	RHNA	Regional Housing Needs Allocation
FTA	Federal Transit Administration	RM2	Regional Measure 2 (Bridge Toll)
FY	Fiscal Year	RTEP	Regional Transit Expansion Program
GHG	Greenhouse Gas	RTIP	Regional Transportation Improvement Program
HBP	Highway Bridge Program	RTP	Regional Transportation Plan
HBRR	Highway Bridge Replacement and Rehabilitation Program	SAFE	Service Authority for Freeways and Expressways
HIP	Housing Incentive Program	SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users
HOT	High Occupancy Toll	SCS	Sustainable Community Strategy
HÖV	High Occupancy Vehicle	SHOPP	State Highway Operation and Protection Program
HR3	High Risk Rural Roads	SR	State Route
HSIP	Highway Safety Improvement Program	SRTS	Safe Routes to School
HTF	Highway Trust Fund	SOV	Single-Occupant Vehicle
IFB	Invitation for Bid	STA	State Transit Assistance
ITIP	State Interregional Transportation Improvement Program	STIP	State Transportation Improvement Program
JARC	Job Access and Reverse Commute	STP	Surface Transportation Program
LIFT	Low-Income Flexible Transportation	TMC	Transportation Control measure
LOS	Level of Service		
MPO	Metropolitan Planning Organization		
MTC	Metropolitan Transportation Commission		

Glossary of Acronyms

TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TDM	Transportation Demand Management Transportation Demand Model
TE	Transportation Enhancement
TEA	Transportation Enhancement Activities
TEA 21	Transportation Equity Act for the 21 st Century
TFCA	Transportation Fund for Clean Air
TIP	Transportation Improvement Program
TLC	Transportation for Livable Communities
TMP	Traffic Management Plan
TMS	Transportation Management System
TOD	Transit-Oriented Development
TOS	Transportation Operations Systems
TPP	Transit Priority Project Areas
VHD	Vehicle hours of Delay
VMT	Vehicle Miles Traveled

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

MINUTES

Wednesday, June 20, 2012

ITEMS

1. Call to Order

Vice Chair Jack Gingles called the meeting to order at 1:38 p.m.

2. Pledge of Allegiance

The Pledge of Allegiance was recited at the preceding Napa Valley Transportation Authority meeting.

3. Roll Call

Members Present:

Leon Garcia	City of American Canyon
Joan Bennett	City of American Canyon
Jack Gingles	City of Calistoga
Jim Krider	City of Napa
Jill Techel	City of Napa
Mark Luce	County of Napa
Bill Dodd	County of Napa
Margie Mohler	Town of Yountville
Lewis Chilton	Town of Yountville

Members Absent:

Michael Dunsford	City of Calistoga
Del Britton	City of St. Helena
Peter White	City of St. Helena

Non-Voting Member Present:

JoAnn Busenbark Paratransit Coordinating Council

4. Public Comment – None

MSC - Motioned, Seconded, and Unanimously Carried

5. Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update

MTC Commission Update

Board Member Bill Dodd

Reported on MTC activities to date.

Chairperson/Board Member Update

Vice Chair Jack Gingles

Introduced and welcomed Kate Miller, NCTPA's new Executive Director.

6. Directors Update

Kate Miller, Executive Director

Reported that the Agency was successful in receiving the grant for the Napa/Solano bus service.

Provided ridership data on the new Calistoga Transit service schedule.

Provided a legislative update.

7. Caltrans Update

No oral report given, however, provided for review was the June 2012 Caltrans Reporting Memo.

8. ADMINISTRATIVE ITEMS

8.1 Ratification and Approval of Agreement No. 12-08 Employment Agreement for Agency Executive Director

MSC* DODD / TEHEL to APPROVE and ratify Agreement No. NCTPA 12-02 with Catherine (Kate) Miller for services as the Agency Executive Director in an amount not to exceed one hundred fifty thousand dollars (\$150,000) annually plus employee benefits.

9. CONSENT ITEMS (9.1 – 9.5)

At the request of Vice Chair Gingles, Item 9.5 was pulled from Consent for further review.

MSC* CHILTON / GARCIA to APPROVE Consent Items 9.1-9.4.

9.1 Approval of Meeting Minutes of April 18, 2012 May 16, 2012 Special Meeting, May 16, 2012, and May 29, 2012 Special Meeting

Board action approved the above stated meeting minutes.

9.2 Annual Election of Chair and Vice Chair

Board action approved the second of a two year term for Chair Keith Caldwell and Vice Chair Jack Gingles.

9.3 Approval of Resolution No. 12-22 Authorizing the Execution of the Metropolitan Transportation Commission (MTC) Programming and Planning Agreement

Board action approved an Interagency Agreement with MTC and authorized the Chair or designee to sign the Agreement which describes the terms under which NCTPA will accept planning funds in the amount of \$2.673 Million.

9.4 Approval to Extend the Call for Projects for the FY 12/13 Transportation Fund for Clean Air (TFCA) Program Manager Funds until September 7, 2012

Board action approved extending the call for TFCA projects for FY 12/13 until September 7, 2012.

9.5 VINE/VINE Go Transit Service Ridership Report

Information Only / No Action Taken

Staff provided the Board with transit services ridership data.

10. REGULAR AGENDA ITEMS

10.1 Smoking at Bus Shelters and/or Stops

At the request of the NCTPA VINE Consumer Advisory Committee (VCAC) the Board considered action to prohibit or discourage smoking at bus shelter locations.

MSC* KRIDER / GARCIA to APPROVE placing signage at bus shelters reading something to the effect of: "As a courtesy to our riders, we request that you refrain from smoking within 10 feet of this bus stop/shelter." Further, the Board directed staff to provide the Board with the financial impact information (actual cost) to produce and place said signage.

10.2 Bus Purchase

MSC* KRIDER / CHILTON to (1) approve the purchase of up to 4 gasoline powered mid-size buses in an amount not to exceed \$577,982,

and (2) authorize the Executive Director to issue purchase agreements with A-Z Bus Sales under NCTPA's membership with CalACT (California Association for Coordinated Transportation) cooperative purchase agreement.

11. INTERJURISDICTIONAL ISSUES FORUM

11.1 Interjurisdictional Issues Discussion Forum and Information Exchange

Board Members shared specific new projects with interjurisdictional impacts.

12. CLOSED SESSION

Vice Chair Gingles announced that the Board would be adjourning to closed session for one item as noted in the agenda (Conference with Legal counsel-Anticipated Litigation)

Adjourned to Closed Session at 2:20 p.m.

12.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Government Code section 54956.9 (1 Case)

Adjourned to Open Session at 2:28 p.m.

Vice Chair Gingles reported that there was no reportable action taken during closed session.

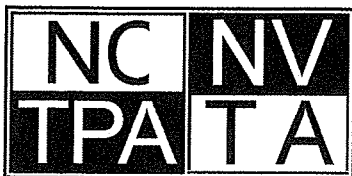
13. ADJOURNMENT

13.1 Approval of Meeting Date of July 18, 2012 and Adjournment

The next regular meeting will be held Wednesday July 18, 2012 at 1:30 p.m.

The meeting was adjourned by Vice Chair Gingles at 2:28 p.m.

Karalyn E. Sanderlin, NCTPA Board Secretary



July 18, 2012
NCTPA Agenda Item 9.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Matthew Wilcox, Assistant Program Planner/Administrator
(707) 259-5976 / Email: mwilcox@nctpa.net
SUBJECT: Notice of Completion for the Transit Bus Yard Asphalt Repair
NCTPA No. 11-25

RECOMMENDATION

That the NCTPA Board authorize the filing of a Notice of Completion with the Recorder-County Clerk for NCTPA Contract No. 11-25, Transit Bus Yard Asphalt Repair

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

On Friday June 8, 2012 work was started on repaving and sealing the VINE Transit yard by G.D. Nielson Construction Inc. This work was completed on Sunday June 10th, 2012. Staff inspected the yard on Monday, June 11, 2012, and deemed the job was completed satisfactorily and that all items within the scope of work were met.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact No.

Consequences if not approved: G.D. Nielson cannot receive their payment in full.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

After years of wear and tear the VINE Transit Yard was in need of repaving, especially in the bus bays. The bus bays had numerous potholes and recessions where the wheels of the parked buses sit. The bus bays were grinded out and had new asphalt poured. The rest of the lot was seal coated and had the lines repainted.

On Friday June 8, 2012 work was started on repaving and sealing the VINE Transit yard by G.D. Nielson Construction Inc. This work was completed on Sunday June 10, 2012. Staff inspected the yard on Monday June 11, 2012 and deemed the job was completed satisfactorily and all items within the scope of work were met.

SUPPORTING DOCUMENTS

Attachment: (1) Notice of Completion

WHEN RECORDED PLEASE RETURN TO:

Recorder - County Clerk
County of Napa
900 Coombs Street, Room 116
Napa, California 94559

Exempt from Recording Fees: Gov. Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, by order of the Board of Directors of the Napa County Transportation and Planning Agency, State of California, pursuant to Section 9204 of the Civil Code of the State of California, as follows:

That Contract "Transit Bus Yard Asphalt Repair 11-25" heretofore made and executed by the Napa County Transportation and Planning Agency (NCTPA), as Owner, whose address is 707 Randolph Street, Suite 100, Napa, California 94559 and G.D. Nielson Construction, Inc., Contractor, bearing the date of November 1, 2011 for the work of "Transit Bus Yard Asphalt Repair 11-25", was completed by the Contractor and was accepted on behalf of the NCTPA on the June 11, 2012.

That the work and contract was performed at the VINE Transit and Maintenance Yard, County of Napa, State of California; and

That upon said North American Specialty Insurance Company was surety upon the bond given by the Contractor in accordance with the provisions of Division 3, Part 4, Title XV, Chapter 7 (section 3247 et seq.) of the Civil Code of California.

IN WITNESS WHEREOF, pursuant to approval granted by its Board of Directors at a meeting of the Board convened and held on the 18th day of July 2012, authorizing and directing the execution of this instrument, the District has caused this notice to be executed, authenticated by the signature of the Chair of the Board of Directors, and attested by the signature of its Clerk this 18th day of July 2012.

Napa County Transportation and Planning Agency
(NCTPA)

By: _____
KEITH CALDWELL, Chair of the Board of Directors

ATTEST: KARALYN E. SANDERLIN
NCTPA Board Secretary

By: _____

DECLARATION

The undersigned declare under penalty of perjury that each of them is an officer of the Napa County Transportation and Planning Agency (NCTPA), to wit: Chair and Secretary of the Board of Directors, respectively; that each of them has read the foregoing Notice of Completion and knows the contents thereof; that the same is true of their own knowledge except as to those matters as are therein stated on information and belief, and as to those matters, each believes them to be true.

Executed on _____ at Napa, California.

KEITH CALDWELL, Chair of the Board of Directors of the
Napa County Transportation and Planning Agency

Karalyn E. Sanderlin, NCTPA Board Secretary

State of California)
County of _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

<p align="center">Approved by the NCTPA</p> <p>Date: _____</p> <p>Processed by: _____</p> <p align="center">_____ NCTPA Board Secretary</p>
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<p align="center">APPROVED AS TO FORM District Legal Counsel</p> <p>By: _____</p> <p>Date: _____</p>
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July 18, 2012
NCTPA Agenda Item 9.3
Continued From: May 16, 2012
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Program Manager-Finance
(707) 259-8779 / Email: aonorato@nctpa.net
SUBJECT: Clarification of Award of Contract for Website Redesign and Maintenance Services

RECOMMENDATION

That the Board approve the corrected NCTPA Agreement No. 12-05 with Fluid NRG, Inc (Attachment 1) for website redesign, development, implementation and maintenance services at an amount not to exceed \$83,318, which previously omitted the winning proposal from the original board report and attachment.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

On May 16, 2012, the NCTPA Board of Directors awarded Fluid NRG, Inc. of Costa Mesa, California for "Redesign, Development of Content Management System, Implementation and Hosting of the Napa County Transportation and Planning Agency's Websites". The attachments to the Board report should have included the full proposal from Fluid NRG, which references services to be provided and hourly rates. The attachments were inadvertently omitted in the board report. This agenda item corrects that omission.

PROCEDURAL REQUIREMENTS

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

FINANCIAL IMPACT

Is there a fiscal impact? No. This item corrects an omission in the May 16, 2012 Board report.

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action, which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

On May 16, 2012, the NCTPA Board of Directors awarded Fluid NRG, Inc. of Costa Mesa, California for "Redesign, Development of Content Management System, Implementation and Hosting of the Napa County Transportation and Planning Agency's Websites" per the scope of services listed in the RFP to redesign and develop the nctpa.net website into two separate and distinct websites which specifically target their respective core audience of (1) transportation planning, and (2) public transit. The contract with Fluid NRG makes several references to their proposal such as scope of services to be provided and hourly rates of the consultants. The full proposal from Fluid NRG was inadvertently missing in the Board packet as an attachment, which was needed for approval. This board item corrects that mistake.

SUPPORTING DOCUMENTS

Attachment: (1) Agreement No. NCTPA 12-05 with Fluid NRG

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

AGREEMENT NO. NCTPA 12-05

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2012, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and **Fluid NRG, Inc.** whose mailing address is **2949 Randolph Ave. Unit A, Costa Mesa, CA 92626** hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCTPA wishes to obtain specialized services, as authorized by Government Code Section 3100, in order to provide NCTPA with website redesign and development services; and

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

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall **expire on June 30, 2013** 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 NCTPA 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 NCTPA 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, NCTPA 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 NCTPA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall **not exceed \$83,318.00** 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 NCTPA of an itemized billing invoice in a form acceptable to the NCTPA 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 NCTPA Accounts Payable who, after review and approval as to form and content, shall submit the invoice to the NCTPA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NCTPA 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 NCTPA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NCTPA 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, NCTPA 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 NCTPA may monitor the work performed by CONTRACTOR. NCTPA 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, NCTPA, in addition to any other rights or remedies which NCTPA 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 NCTPA with certification of all such coverage's upon request by NCTPA'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. 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 THREE HUNDRED THOUSAND DOLLARS (\$300,000) 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 NCTPA's Risk Manager, demonstrated by other evidence of coverage acceptable to NCTPA's Risk Manager, which shall be filed by CONTRACTOR with NCTPA'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 NCTPA 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)(2) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCTPA, its officers, employees, agents and volunteers as additional insured 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 NCTPA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCTPA with respect to any insurance or self-insurance programs maintained by NCTPA.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCTPA's Risk Manager, which approval shall not be denied unless the NCTPA'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 NCTPA'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 NCTPA, 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 NCTPA and the officers, agents, employees and volunteers of NCTPA 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 NCTPA 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 NCTPA 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). NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NCTPA 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. NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA.

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 NCTPA, the property of and shall be promptly returned to NCTPA, 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 NCTPA shall be entitled to claim or apply for the copyright or patent thereof. NCTPA will retain copyright ownership of the website including all intellectual property and source-code without condition.

(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 NCTPA for damages sustained by NCTPA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NCTPA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NCTPA 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.

NCTPA

Antonio Onorato
Manager of Finance
707 Randolph Street, Suite 100
Napa, CA. 94559-2912

CONTRACTOR

Kaileen Wang
Fluid NRG, Inc.
2949 Randolph Ave. Suite A
Costa Mesa, CA 92626

15. **Compliance with NCTPA 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 NCTPA 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 NCTPA employees or contractors.

(a) NCTPA Policy for Maintaining a Harassment Free Work Environment effective June 18, 2008.

(b) NCTPA Drug and Alcohol Policy adopted by resolution of the Board of Directors on July 25, 2008.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 17, 2001. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NCTPA computer network shall sign and have on file with NCTPA prior to receiving such access the certification attached to said Policy.

(d) NCTPA System Safety Program Plan adopted by resolution of the Board of Directors on July 25, 2008.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NCTPA'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 NCTPA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCTPA 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 NCTPA.

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 NCTPA, 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 NCTPA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NCTPA 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 NCTPA, 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. In the event of conflict in the Contract documents or in the interpretation of documents, the parties agree that the interpretation which benefits NCTPA will prevail.

(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, 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 NCTPA by the State of California pursuant to Agreement between NCTPA 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 NCTPA for inspection.

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

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NCTPA 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 NCTPA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NCTPA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NCTPA, 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 NCTPA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONTRACTOR and NCTPA 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 NCTPA 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 NCTPA 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 NCTPA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NCTPA may terminate this Agreement immediately upon giving written notice without further obligation by NCTPA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCTPA 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 NCTPA 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 NCTPA'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 NCTPA from publishing or otherwise distributing applications and information regarding NCTPA 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.

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

"NCTPA"

"CONTRACTOR"
Fluid NRG, Inc.

By _____
Keith Caldwell, NCTPA Chair

By _____
Kaileen Wang, Principal

Approved as to form:

Janice D. Killion, NCTPA Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NCTPA with the following services:

PRICE SUMMARY SHEET		
Website Redesign & Development	NCTPA	VINE TRANSIT
Discovery / Branding Research and identification of <ul style="list-style-type: none"> Brand attributes, Develop brand strategy, Development of web campaign design to solidify and maintain the brand. 	\$ 1,360 (16 hrs) Top 3 anticipated tasks: <ol style="list-style-type: none"> Agency information Project Status Download forms and applications 	\$ 1,360 (16 hrs) Top 3 anticipated tasks: <ol style="list-style-type: none"> Fares, maps and routes Trip planner (direct to 511.org site and interactive scheduler w/ Napa specific transportation) Purchase passes
Deliverables from FluidNRG for both sites: <ul style="list-style-type: none"> Full Project Development Schedule Marketing Requirements Document Full Deliverables list for NCTPA/VINE <ul style="list-style-type: none"> images, logos, design elements, requirements, restrictions, etc.. for each site technical information for 511.org iframe design, any other items discovered from research all URL information for Social Media sites 		
Website Design Phase Design and creation of <ul style="list-style-type: none"> Create sitemap and flowchart Create initial 3 color mockups to choose from <i>Approval needed.</i> Create all pages in the site with the approved design <i>Approval needed</i> All deliverables from client will be needed before development begins. 	\$3,400 (40 hrs)	\$6,800 (80 hrs)
Deliverables from FluidNRG for both sites: <ul style="list-style-type: none"> Complete Style guide documentation Sitemap / flowchart of complete project scope Complete colored mockup for the site Technical Documentation (illustrating modules and final concepts) Final design approval sign-off with html/css click-thru prototype. 		
Website Development Both Site Development <ul style="list-style-type: none"> Review design deliverables and setup development 	\$ 12,800 (160 hrs)	\$ 12,800 (160 hrs)

<ul style="list-style-type: none"> o Develop DRUPAL CMS, Set up Modules o Searchable Database o social media icons to open in separate window o Google Analytics o Develop with all the needed testing (Section 508, ADA compatibility, W3C for both web and mobile o Setup with language localization in the future 		
Deliverables from FluidNRG: <ul style="list-style-type: none"> • weekly development progress report • staging server link to view updates. 		

Shopping Cart Module (apply basic out of box shopping)		\$ 3,500 <i>(discounted as packaged deal)</i>
(deliverables for VINE only) Shopping solution for: <ul style="list-style-type: none"> - Students (ID field box) no automatic school validation - General (basic shopping solution) - Senior (price change on basic shopping solution) <p>We will still give direction for purchasing on-site. Each step of the shopping cart will include a “HELP” direction content to accommodate all demographics.</p>		

Interactive Scheduler Interactive Maps and routes	N/A	\$ 10,200 <i>(120 hrs)</i>
<p>This feature will allow your users the ability to create their own simplified schedule tailored to their on and off locations.</p> <ul style="list-style-type: none"> • Design • Development 		
(deliverables for VINE only) 511.org <ul style="list-style-type: none"> - Make sure iframe placement is consistent to approved design layout - <i>This does NOT include any customization work for individual module placement from the 3rd party. Further investigation behind each 3rd party will be needed before giving accurate quote. This will be determined during kickoff.</i> Custom Scheduler <ul style="list-style-type: none"> - VINE will supply GPS coordinates & Definition of location by uploading into admin. - Using Google API for coordinate locator from A to B 		

Quality Assurance & Release QA testing environment <ul style="list-style-type: none"> o First on FluidNRG staging server for internal testing o Release to NCTPA/VINE staging for full content entry and external testing 	USER MANUAL to review QA <ul style="list-style-type: none"> - upload up to staging - set up Bugzilla for entering bugs - training on how to use the admin
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- Switch LIVE

New Items

CLIENT AREA (custom on DRUPAL platform) <ul style="list-style-type: none"> • username/pass login • user can view various pages given its permission to download pdf • user groups can write a messageboard post • admin can assign various users to groups/pages • admin uploads pdf on pages • admin can APPROVE pdf which will push onto a public page for the everyone to see 	\$15,000 (200 hrs)	-
REGISTRATION : in order to download a RFP, they must sign up first <ul style="list-style-type: none"> • rfp abstract open to public to view • user must be signed in to download RFP. • Submit will send email verification. User click on link to return back to page • login to download RFP • Complete registration best practices 	\$5,100 (60 hrs)	
GOOGLE LANGUAGE TRANSLATION (65 languages automatically, including SPANISH) <ul style="list-style-type: none"> • Use Google Translate toolbar for entire site • Need to identify each area that needs to be translated • Develop site for localization and ID images, text, etc. 	\$3,400 (40 hrs)	\$3,400 (40 hrs)
MEDIA PAGE <ul style="list-style-type: none"> • categorized. Archive previous videos • ability to view video • uploaded into server & 3rd party API (youtube/vimeo) 	\$3,400 (40 hrs)	

Website Hosting

Initial Migration	\$ 500	\$ 500
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Onsite Installation & Training

Installation Installation of the site onto the server will be included. 1) staging server on FluidNRG site for technical QA 2) testing server on NCPTA site for client training 3) go LIVE on client server	\$ included in above web development	\$ included in above web development
Training Course training cost included	\$ Included	\$ Included
Travel Cost 3 meetings, Full days, 2 people each <ul style="list-style-type: none"> Project Kickoff Design Final Approval presentation and signoff QA review and training 	\$4,000	

TOTAL RUNDOWN		NCTPA	VINE TRANSIT
Total	Website creation subtotal	\$ 17,560	\$24,460
	<i>2 site package 10% discount. (\$4,202)</i>	\$37,818	
	Interactive Scheduler (BASIC BASELINE)		\$10,200
	Server Migration	\$500	\$500
	Travel	\$4,000	
	Baseline Cost	\$53,018	
	Client Area	\$15,000	
	Registration	\$5,100	
	Google Translator	\$3,400	\$3,400
	Media Page	\$3,400	
	Additional Add-Ons	\$30,300	
	TOTAL COST ESTIMATE	\$83,318	

Annual Hosting & Maintenance	Amazon EC2 HOSTING + FluidNRG Server Maintenance \$2,088/YR 3 years = \$6,264 Large Instance 7.5 GB of memory, 4 EC2 Compute Units (2 virtual cores with 2 EC2 Compute Units each), 850 GB of local instance storage, 64-bit platform Medium Utilization
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Hosting and maintenance – 3 years	\$6,264
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II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NCTPA 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



Napa County Transportation & Planning Agency

RFP #2011-05

Redesign, Development of the Content Management System,
Implementation and Hosting of the Napa County
Transportation and Planning Agency's Websites

January 12, 2012

Version 1

FluidNRG, Inc
2949 Randolph Ave, Unit A, Costa Mesa, CA 92626
O (714)884-3908 F (714)242-7792
www.fluidnrg.com

Prepared By:
Jaime Whitworth
Jaime@fluidnrg.com

EXHIBIT A



NCTPA Website Proposal

January 12, 2012

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1. Executive Summary

1.1 NCTPA – website redesign, development & hosting

The NCTPA is looking to redesign two separate websites to accommodate their Transportation Planning agency (NCTPA) and Public Transit Agency (Vine Transit). The two sites should share common information, but work as separate entities.

NCTPA would also like to take this opportunity to introduce some brand awareness and develop a platform for marketing and brand identity.

The new sites should be visually appealing and provide simple electronic access to the organization. From the viewpoint of the users, the sites should be user friendly and information and services should be easily located.

FluidNRG wants to help create these sites to make sense for the organization and the users. We will make the site easily customizable by the the staff yet still have new design and technological funtionalities incorporated in order to be able to adapt to the growing need of electronic services.

NCTPA's current users:

- | | |
|---------------------------|-----------------------------|
| * Napa County citizens | * Prospective residents |
| * Businesses | * Other government agencies |
| * Visitors | * Civic groups |
| * Prospective businesses | * Associations |
| * Youth and senior groups | * Developers |

NCTPA's High Level Website Objectives *(see page## for detailed requirements)*

Visually appealing – The site must have an attractive mix of text, photos and graphics

Pictures can be very powerful, so incorporating them within the site to draw interest is important. During the design process, we will provide 3 different mockups for you to choose from. With the rapidly changing web styles, FluidNRG keeps up to date with cutting edge design, technologies and ideas.

NCTPA's website objectives (continued)

Common theme – Each section of the site should have a common look and theme. The NCTPA logo should be on every page as well as a common header. All font types and basic layout should be used throughout the site.

FluidNRG makes custom designs that are compatible with CMS platforms. We will naturally carry that design / theme throughout the whole website. Also, if the NCTPA has any requirements as far as fonts, logos etc, we will incorporate those into the design accordingly.

We will also create a style guide for you to keep record of the colors, fonts, etc on each page. This will be helpful for future scalability and maintenance of your site.

Expandable design – The redesigned website should have the capacity to grow and support new content and site features.

The purpose of having a CMS platform is to accommodate new and changing information. We will take into consideration the future goals of the NCTPA and design with those in mind.

Easily updated – (CMS) Respondent should list the software that would be used to create the site including all graphics software and recommend software and licenses that the Agency will need to purchase for the continued maintenance of the website.

FluidNRG will itemize list all the expenses in advance during design phase so there are no surprises as the development and future maintenance continues.

Luckily, FluidNRG builds the site with cost effectiveness in mind. You will receive the best business solution at the fairest price.

Purchases – Ability to conduct secure financial transactions online.

Using the shopping cart, ecommerce tool, secure server setup - SSL and other merchant account setups will allow you to conduct secure transactions. We will apply the correct authentication labels for users to be confident while conducting the transaction.

Interactivity – Provide the public with an alternative means of communicating with NCTPA Board of Director's and staff.

Each page can have a "Do you have a question? Contact us" icon. This will open a quick window that is ADA compatible with a Contact Us Form Page. Some fields will be pre-populated so the user can quickly contact the appropriate member. This will reach the member/staff via the email they provide. This will be adjustable in the CMS admin.

Social Media Integration – The site shall have built in social media tools for easy online sharing of content with services such as Facebook, etc. Each page shall also be equipped with an automatic RSS feed or an option to add one.

There are various ways to integrate 3rd party social network API code and tools. FluidNRG will suggest the best options for both users and marketing strategies. FB, Twitter, RSS, Share, email to a friend, etc will be discussed during kickoff meeting.

Accessibility – The website shall be accessible and usable to individuals with visual, auditory and mobility disabilities. Section 508 and ADA compatibility must be followed.

FluidNRG highly considers Section 508 and ADA compatibility in our daily design. We have a handful of clients that must meet these requirements. (Education, government, non-profit)

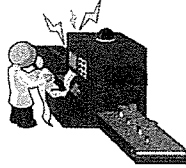
Our designers will mock-up the templates with requirements in mind, then during development, we will test each page with the ADA approval, which will generate a percentage of accuracy.

Downloads and printability – Ability to download documents and forms. A separate print style sheet shall be created for the website and a printer friendly version of each page must be easily accessible to the end user.

We will tweak the CSS to make sure the PRINT FRIENDLY version will be laid out correctly and easy to read. We will design a clear "icon" for users to easily identify the download, print, and save.

2. Company Background and Experience

2.1 About FluidNRG



FluidNRG, founded in May 2002, provides solutions for all your different creative and development needs. With FluidNRG's seamless process flow and dedicated communication services, you receive exactly what you wish for. We take pride in all our projects and aim for the highest customer satisfaction.

FluidNRG's success can mainly be attributed to our ability to develop unconventional marketing approaches that allow people to engage with brands on a deep emotional level. Our expertise transforms the digital space into an effective storytelling medium, bringing our clients a tangible return on investment.

FluidNRG is a one-stop-shop for various creative and technical projects. Here is a quick list of what we love to do.

WEBSITE DESIGNS

- Creative design (animation, illustrations, 3D design, icons)
- Customizable and scalable with any backend application
- User Interface application
- Creative Prototyping / Storyboarding

CORPORATE ID & MARKETING

- Brand ID/Logo
- Press Kit (folders, stationary, cards)
- Marketing Campaign
- Concept Creation
- Trade shows and handouts
- Presentation/ Newsletter
- Posters, banners, packaging
- Photography, Product Shots

APPLICATION TECHNOLOGY

- iPhone/Mobile Devices SDK
- Complete UI revamp of your current application
- Usability testing in various markets
- eCommerce Application Suite
- Various CMS manageable content
- CRM/ERP/SaaS
- Doll Maker create your own art library
- Client area / easy FTP
- Social Media, Social Networking, Blogs
- Music, Video, Multimedia Player
- SharePoint
- Workflow with dashboard portals
- 360 degrees virtual gallery
- SEO
- Customized multimedia applications

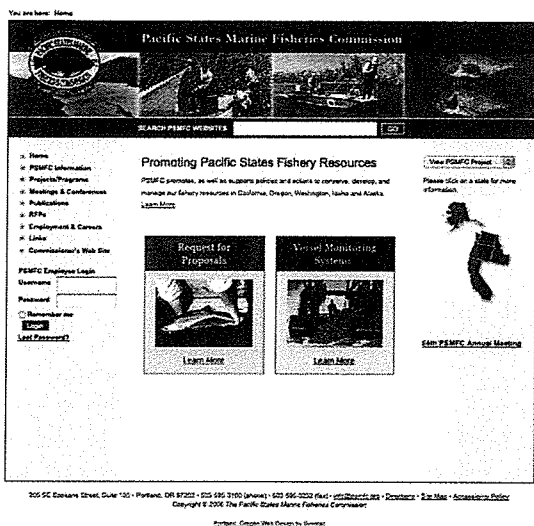
Your own unique customized application

2.2 Relevant Case Studies

FluidNRG is familiar with the RFP/Proposal process. We put a lot of time into thinking on behalf of our client, even in the proposal stage. We understand that clients are looking to a professional in order to help them bring their ideas to fruition. The 3 cases below have all been projects that have started out similar to this one. We went through the proposal process, the interview process and ultimately won the bid.

PACIFIC STATES MARINE FISHERIES COMMISSION – WEBSITE REDESIGN / CMS

Current:



- Website redesign
- UI templates for site scalability
- CMS Platform: WordPress
- ADA / Section 508 compliant

Team Involved:

Kaileen Wang - Project Sponsor, UX/IA designer
Jaime Whitworth – Project Manager / Account Executive
Jennifer Lim – Designer Lead, User Interface
Richard Pang – Technical lead / Back end programming
Dave Levy – Front end programmer
Backend Developers – 1

Launching in First Quarter 2012:



Description:

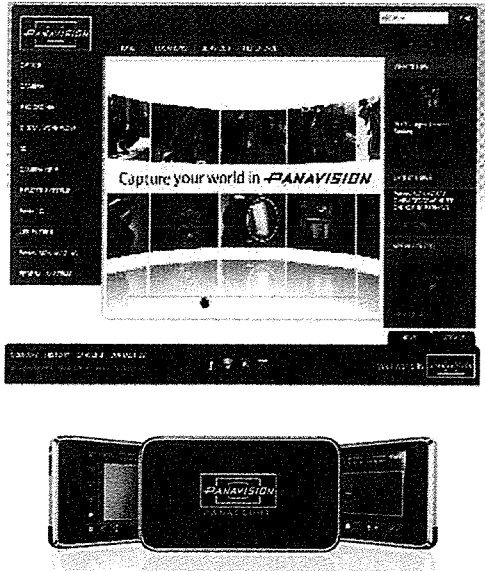
PSMFC is an organization with a lot of content. We had to design something that could functionally hold all of their information, but not appear too overwhelming.

FluidNRG was hired to investigate the current issues, solve the issues with best use cases, and reveal a clean interface. The challenge is to disguise the content heavy site with easy friendly navigation for novice users to find information.

Schedule:

Business Gathering : 1 week
 Design phase : 2 weeks
 Development: 4 weeks
 QA : 2 weeks
 Budget: \$17,000

PANAVISION – WEBSITE REDESIGN & IPHONE APPLICATION



- Website redesign for www.Panavision.com
- iPhone application
- Mini website for the iPhone app
- CMS Platform: Drupal 6

Team Involved:

Kaileen Wang - Project Sponsor, UX/IA designer
Jaime Whitworth – Project Manager / Account Executive,

Jennifer Lim – Designer Lead, User Interface

Richard Pang – Technical lead / Back end programming

Tom Ward – Phone Application development

Backend Developers – 5

Description:

Panavision needed a complete website redesign with brand messaging. They also wanted an iPhone application that would allow you to simulate the cinematographer's viewpoint from a professional cinema camera.

FluidNRG completely redesigned their website and helped develop a tagline to promote brand messaging. We created the iPhone application and also created a mini website to accompany the iPhone application. Panavision had well over 500 pages that needed to be better categorized and UI/UX concentrated revamp. We were able to accomplish this task without losing the navigational flow for the users.

Main Website Schedule:

Business Gathering : 1 week

Marketing Tagline: 2 weeks

Design phase: 2 weeks

Development: 16 weeks

QA : 4 weeks

Quote: \$68,000

CALIFORNIA STATE UNIVERSITY, NORTHRIDGE – WEBSITE REDESIGN

Current:



- Website redesign for the College of Business and Economics
- Website Redesign for the Internship Program
- CMS Platform: Drupal 7
- ADA / Section 508 Compliant

Team Involved:

Kaileen Wang - Project Sponsor, UX/IA designer
Jaime Whitworth – Project Manager / Account Executive,
Jennifer Lim – Designer Lead, User Interface
Richard Pang – Technical lead / Back end programming
Dave Levy – Front end programmer lead
Developers – 3 teams of 3-5 members

Description:

For the last few years, CSUN has been updating the school content as layers instead of following a standard uniformed template. This caused hundreds of pages to be loosely distributed throughout numerous sites. FluidNRG has been selected to create one central look/feel that could be carried across all departments of the school.

Approved:



FluidNRG was also chosen to create the internship solution for students, alumni, faculty, and employers. This is a highly technical project with many elements to be considered.

Initial Internship Schedule:

Business Gathering : 2 week
 Design phase : 1 month
 Development: 6 months
 QA : 4 weeks
 Quote: \$88,000

ORACLE HEALTHCARE – Application Design

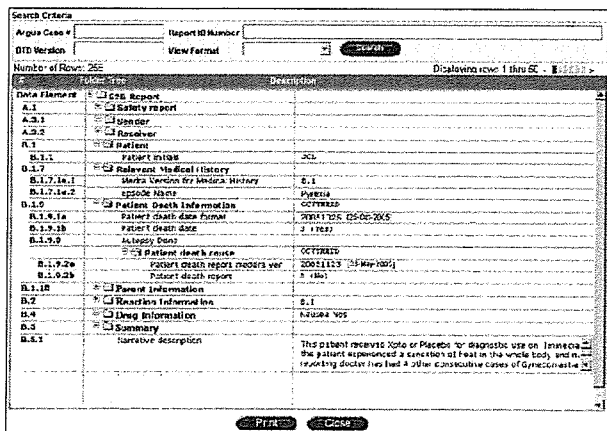
(Previously known as Relsys International, purchased by Oracle in 2009)



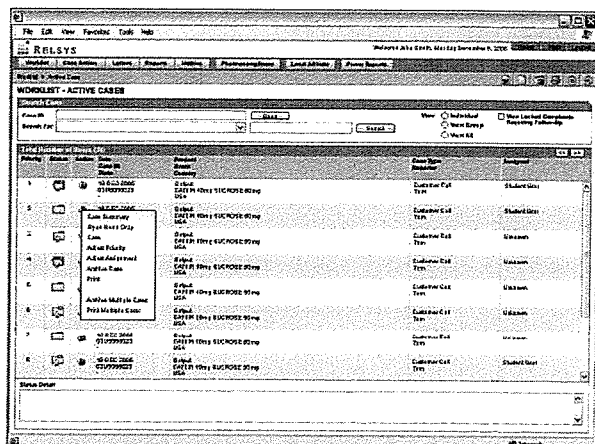
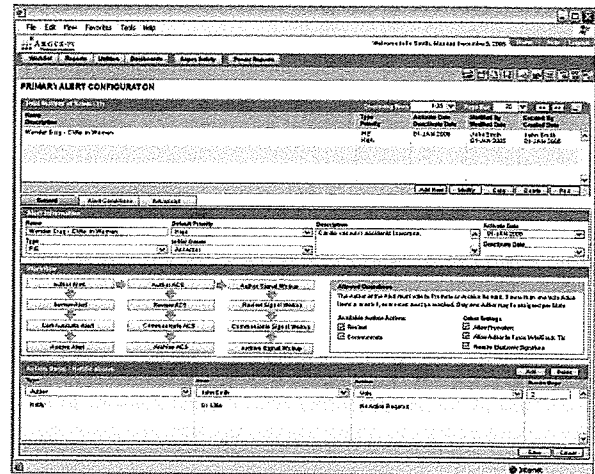
Leading global provider of drug safety and pharmacovigilance solutions that help pharmaceutical, biotech and medical device companies ensure regulatory compliance, streamline operations, and improve product safety. Argus Safety™, the company's flagship product, is the world's best selling adverse event reporting system, used by more leading pharmaceutical companies than any other solution.

BEFORE:

Relsys had a great application but needed a face lift. They mostly had an engineer and client server front view. We went into their application and defined their interface and created mockups for all 300+ pages.



AFTER:



After evaluating each page, we recommended several changes with the flow, usability, grouping, and functionality of each page to give the best friendly user experience.

After all the suggested changes have been approved, we redesigned every page, created style guides, click-thru prototypes, and HTML/CSS for their developers to follow.

We have now been in business for 8 years and already talking about upgrading their application to a new Web 2.0 look with ORACLE.

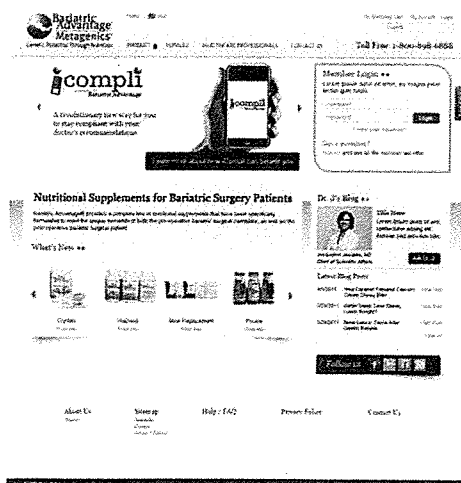
3. Qualifications

3.1 Partial Client Roster

We have produced successful digital programs for a variety of brands:



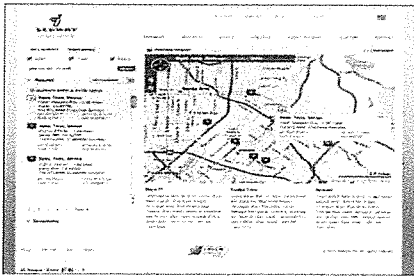
3.2 Featuring



METAGENICS: BARIATRIC ADVANTAGE

UI/UX Website Design, Marketing, Tradeshow, Phone App Concepts, Taglines, Print, Additional trade companies

Redesigned site for Bariatric Advantage, a company that provides a complete line of nutritional supplements for pre and post-operative bariatric surgical patients.


**SEGWAY CORPORATE, LOS ANGELES
OPERATOR**
Website Design / CMS / Ecommerce

We created their complete website and their rental and tour registration backend along with the CMS/Shopping.

www.segway.la, www.segway.com


VIKING TECHNOLOGY
Website Design / CMS

FluidNRG acted as consultants to help categorize the hierarchy and flow of the new site. We then followed design guidelines to create a new CMS website that catered to their every business needs.


DECKSTAR
**Website Design / CMS / SS networking /
Custom Tour Bookings**

This famous Hollywood DJ agency needed a CMS site that followed every artist and their fan club as they are on tour. We created a central site that catered to the office admin, managers, and artist as they continued their bookings and tours.

BILA
**Website Design / CMS / Ecommerce /
Newsletter**

Bila, Shopbila, POP, are a LA based fashion company that sells in department stores, outlets and online. FluidNRG created their online branding and marketing solution for their ecommerce capabilities.

www.bilaofca.com, shopbila.com, popcalifornia.com



3.3 References and Testimonials

More references available upon request

ORACLE HEALTH SCIENCE GBU
17901 Von Karman Ave #800, Irvine, Ca 92614
Glenn Han – Business Operations
☎: 1.949.623.0307

BARIATRIC ADVANTAGE
18005 Sky Park Cir #D, Irvine, CA 92614
Thomas L. Kinder – CEO / President
☎: 1.949.231.5595

DECKSTAR AGENCY – leading Hollywood DJ site
8671 Wilshire Blvd, 5th floor, Beverly Hills, CA
Matt Colon – Principal
☎: 310.503.6354

"I can't say enough about, not only the quality of work that comes out of FluidNRG, but also the on time delivery, and the friendly and professional people who work there. I highly recommend FluidNRG to whoever needs work done related to graphic art and marketing."

Glenn Han

-Head of Business Operations for
the Health Sciences Global
Business Unit of Oracle

ORACLE

TESTIMONIALS:

Kaileen and FluidNRG have been instrumental in our company's growth and are considered essential to our future business." -Thomas L. Kinder CEO / President

Bariatric Advantage/Metagenics

FluidNRG combines creativity, execution and expertise to produce game changing results. If you want a compelling story told with powerful images, these are the experts."

-Roger Cohen Founder / CEO
VeriComply, Inc

FluidNRG has reliably over delivered on every project they've been tasked. The execution is flawless and always on budget"

-Matt Colon Partner, Deckstar Management

4. Project Approach and Understanding

4.1 FluidNRG's Process Flow/Phases

From years of experience we've discovered that the most effective way to achieve successful results is by starting with a clear and thorough beginning. We follow each step process in detail to identify your business needs and deliver your every expectation. Working together as a team and constant communication with our clients is what ultimately crafts perfect execution.

PHASE 1

(STEP 1)



UNDERSTANDING YOUR BUSINESS OBJECTIVES It's very important for us to understand your business objectives and goals to determine the best solution. Our designed team will do a detailed analysis of your business and research your market to uncover any areas that would help the success of your company.



IDENTIFY YOUR TARGET AUDIENCES / DEMOGRAPHICS

The success of a business is dependent on its customers. Therefore, we need to design and execute to their expectations. Often at times, UI testing or a stat report will help determine their experience with your product. There are several ways to capture your audience. Let us help you.



PROJECT SCOPE & SCHEDULING

Our team will break down a complete project scope that details each milestone and project deliverable. Having a schedule will help everyone involved keep on track and meet deadlines so there will not be any surprises. Approval processes will be created after each major deliverable.

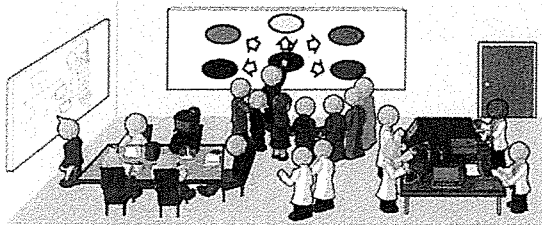


DELIVERABLES

In the beginning, deliverables will be identified such as: images, content, media files, corporate colors, marketing restrictions, legal boundaries, etc. Let us know what needs to be incorporated, removed or modified so we can satisfy your requirements. Our team will also identify the deliverables you will receive from us upon completion of the project so you get what you are expecting.

(STEP 2)

THINK TANK (Analyze & Research)



This step is all about researching and analyzing your project for final output. We will discuss how the how the project should be handled and how the execution will appear. Most projects include:

MARKETING - Storyboarding, playing-with-words, slogans, copywriting, image research, campaigns, layouts, taglines, iconography, typography, colors and formatting

Marketing Message

Play on Words:

PRO: positive adjectives, motivational, captivating words

CON: words that might be a negative topic that users may attach the brand with.

= a complete phrase to help attract the marketing campaign.



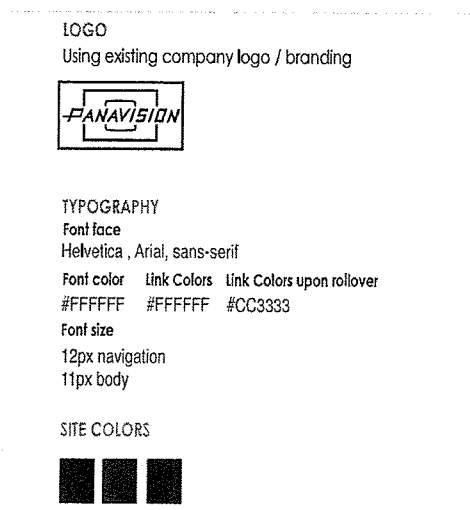
Take Advantage of Life
we're all in this together

Design Style Guide

The style guide is an important part of the deliverable documentation upon project completion. This will identify all the unique pages on your site, create consistency on font type, color, spacing, etc.

Keeping record of this on each page will be helpful for future scalability and maintenance of your site.

This is also a good time to see what the restrictions are. For example: the treatment of the logo, color...etc. This will help create the complete look and feel of the site.

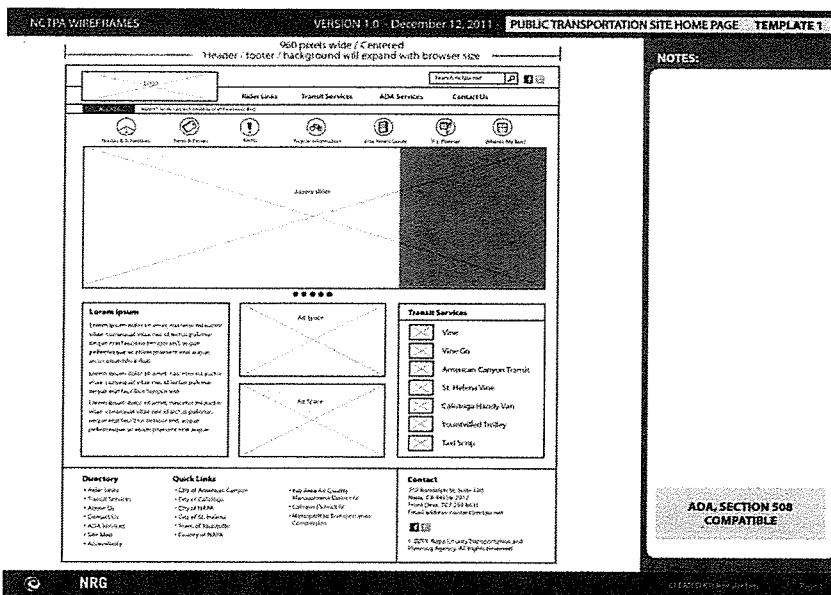


Wireframing

Once the flowchart is complete in identifying all the pages on the site along with the unique pages, there will be a complete set of wireframes to showcase how each page will be laid out with the correct dimensions and CSS.

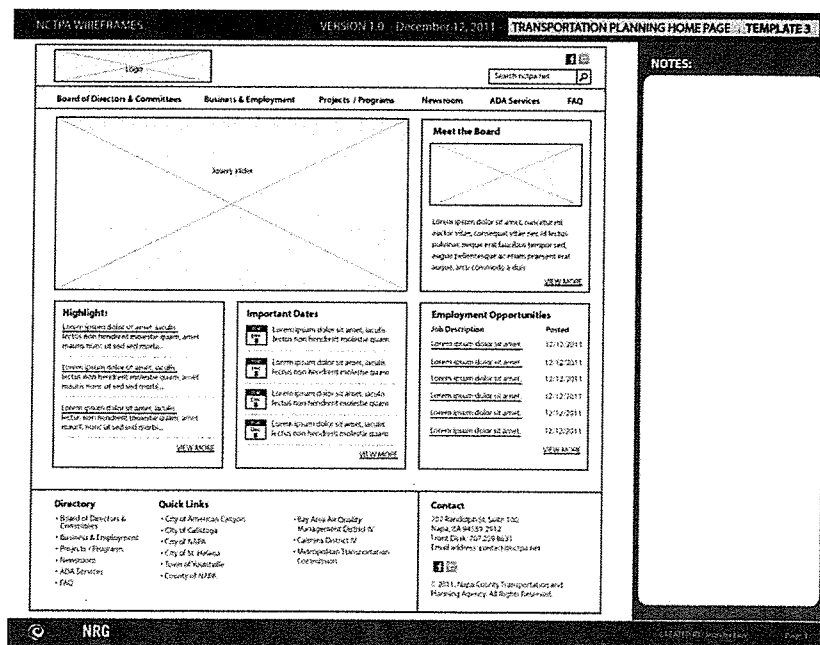
This is great for:

- Developers to create all pages by understanding where every page and functionality will appear
- Serving as a style guide to help develop the entire site



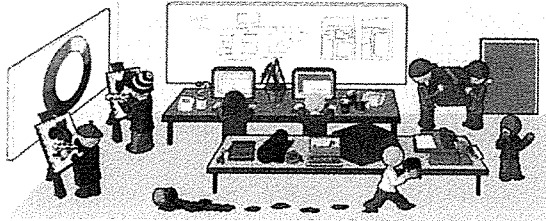
Here is a sample wireframe of the VineTransit site. The actual wireframe will be determined once the project starts.

Here is a sample Wireframe of the NCTPA Site. The actual wireframe will be determined once the Project starts.



PHASE 2

(STEP 3)

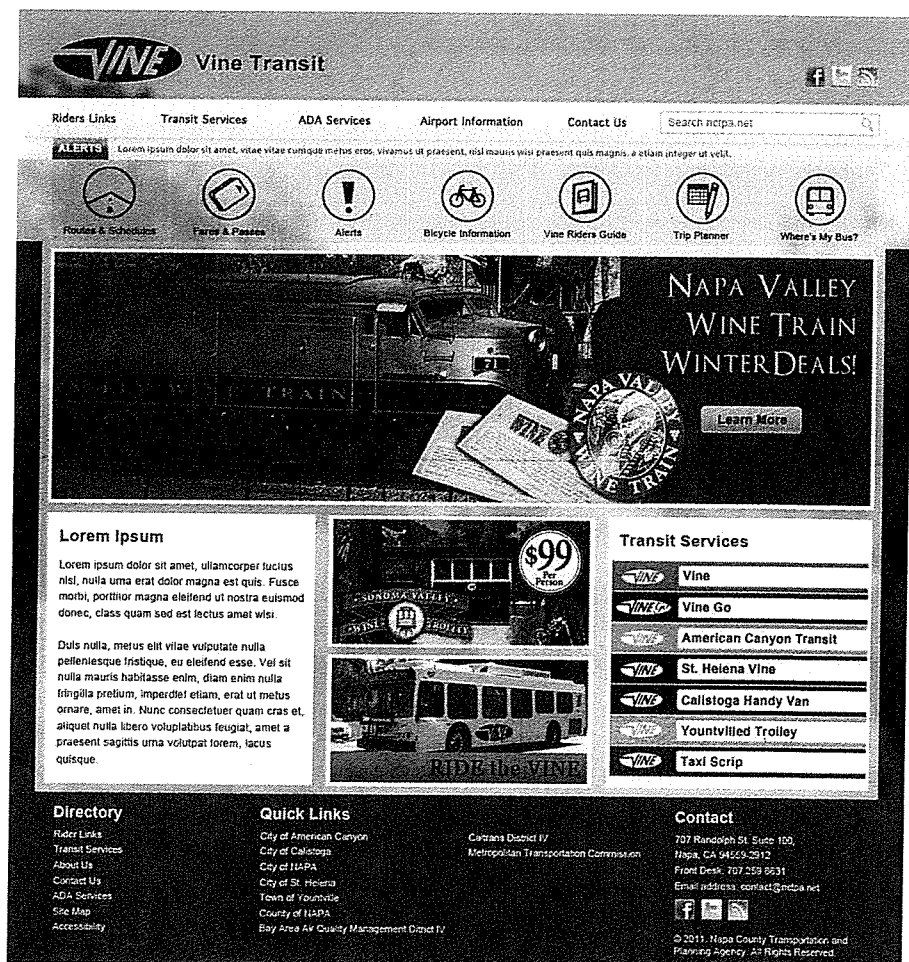
CREATIVE FLOW (design & development)


Once the pre-planning in Step 2 is approved, our design department will begin to apply the colors on top of the layout. This is where you will see the prototype mockups of how your project will ultimately look.

Usually, we will create at least 3 mockups of various layouts so you can have options to choose from. Once we nail down the design look and feel, we will produce the complete output.

WEB-BASED - The development will be based off the colored mockups. You will have a link to see the progress of your site.

Here is a sample of a colored mockup for the Vine Transit site.



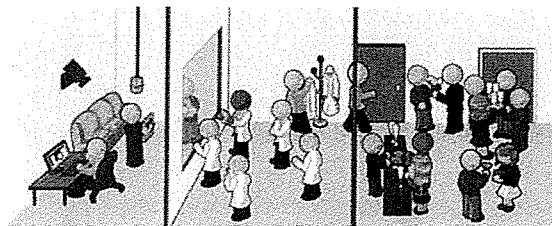
Here is a sample of a colored mockup for the NCTPA site:



PHASE 3

(STEP 4)

USABILITY TESTING AND QA TESTING



Making sure the message, layout, or pages work exactly the way it's supposed to before the launch is crucial. We will go through a detailed inspection before we hand it over to you.

We also handle USABILITY testing where your customers can have a pre-screening of the final project before it reaches the public.

Every project completed is a reward for us. We take pride in everything we produce. Seeing our clients just as excited as we are is priceless

Launch & Celebrate!!

5. Staffing and Project Organization

5.1 Bios of the team members involved on the project

**Project Manager/
Sponsor
UI Specialist**

KAILEEN WANG

Kaileen Wang is a UI Specialist and the Owner and President of FluidNRG. She has over 14 years of experience as a User Interface designer and business consultant. Her responsibilities include; running day to day operations and being an integral part of all projects. Prior to FluidNRG, Kaileen had the good fortune to fall into the dot com era after graduating college in only 3 years. She was part of the Idea Lab family and flourished under the wing of founder, Bill Gross. It was here that she mastered the bridging of design and technology as a UI designer. After opening FluidNRG in 2002, she was able to redesign the look and feel for an Argus safety pharmaceutical technology application, which caught the attention of Oracle and later purchased by them. Kaileen now has the great pleasure in working with Oracle Healthcare division. Besides Oracle, she has developed a long list of clients including; Panavision, Fisker Automotive, Segway Corporation, California State University of Northridge and many more. With her great reputation and satisfied clients, she has been able to acquire most of her business by word of mouth and referrals. Kaileen takes pride in every project that comes to her and she always keeps herself accessible to both her clients and employees

- o Business gathering, Flowcharting, Wireframing, Complete mockups
- o Project Plan
- o Project Schedule
- o Risk Management
- o Change Management
- o Daily/Weekly Status Reports
- o Communication (schedule meetings, conference calls, etc.)

**Technical
Project
Manager**

RICHARD PANG

Richard leads dynamic teams; he codes in a multitude of languages and builds scalable web applications. He brings a high level of technical knowledge to site architecture and database driven websites. With his mix of academic and professional experience in technology and computer science, Richard easily navigates the constant challenges of the ever changing internet industry.

- o Work closely with front-end designers on technical approaches
- o Work along side the development team to ensure development is on schedule and that it meets ADA Priority 1 guidelines.
- o Part of each project review

**Graphical &
UI Designer**

JENNIFER LIM

Jennifer is our Lead UI Designer and is the one responsible for creating custom designs that blend visual elements with technical functionality. She has extensive experience in HTML/CSS and programs such as: Final Cut, Adobe's Photoshop, Illustrator, Flash, Dreamweaver, After Effects, InDesign & Premier. She has assisted in the design for clients and organizations such as; Panavision, Viking, California State University of Northridge, The Pacific States Marine Fishery Commission, and many more. When designing, she always makes sure to keep the client and *their* audience in mind, while incorporating the latest and newest design and technologies.

- Graphics / UI (Prototype, Mockup screens)
- Storyboard

Account Executive
JAIME WHITWORTH

Jaime Whitworth is responsible for maintaining the existing relationships while always pursuing new ones. She assists Kaileen in the Project managing of any given project. She also assists with copy development, blog posts, and supports the marketing team in meeting their goals.

- Work closely with the project manager to ensure time line is being met
- Act as account liaison between Project team and NCTPA staff

Front-End Developer
DAVE LEVY

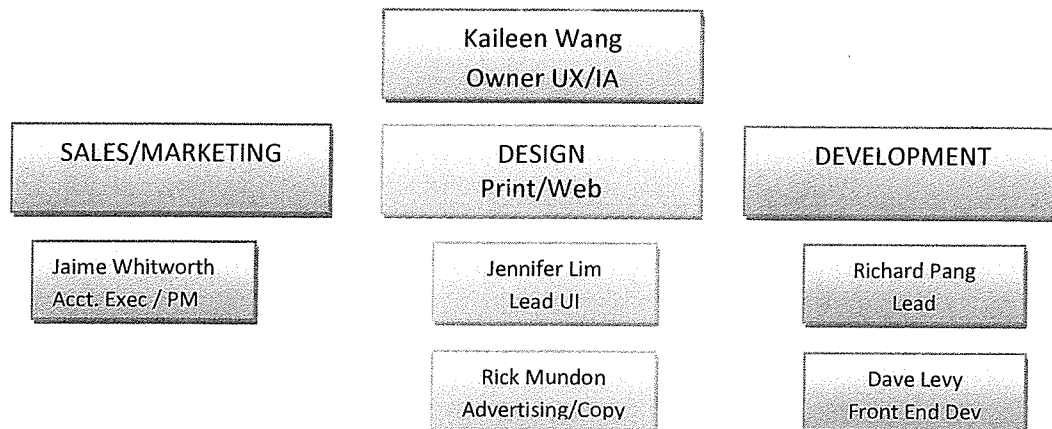
Dave accounts for all the different processes involved in the designing, development and maintenance of different front end web applications. He has sound knowledge of XHTML, CSS, HTML5, GUI, Navigational Design, Java Script, JQuery, Dreamweaver, Adobe Creative Suite, SEO and internet marketing. He has over 5 years experience of working on different versions of operating systems and is always updating himself with the latest technologies.

- Develop the CSS portion of the site
- Ensure that Accessibility is tested against ADA Priority 1 guidelines
- Help to ensure cross browser functionality
- SEO

Graphic Designer #2 + Developer #2 +

TBD – as we define project scope

TBD – as we define project scope

5.2 Organizational Chart for NCTPA


5.3 Performance Targets and Accountability

The key performance levels required for success in this project will be based in the following areas:

- Development productivity
- Conformance to the detailed requirements
- Quality

These areas will be delivered by the project team as a whole.

Successful changes to the current enterprise state will be driven by detailed communication with the client and their vision. Clearly defining the client's vision to our project management team, and measuring our staff's performance to determine the level of understanding.

Target performance levels will be tracked by our management team. Project management provides each staff member a detailed list of essential tasks and metrics for each role within the project team and is continually working to improve employee performance.

FluidNRG will put in place a development team that has the effective skills and competencies to support the goals of NCTPA.

FluidNRG will:

- Procure all project documentation.
- Establish critical milestones and benchmarks that will be set and monitored by senior project staff.
- Make available all project documentation for audit and review.
- Ensure all resources, including human resources, are available for the life of the project plan.
- Keep project management and staff clearly defined in the skills and competencies relevant to their role.
- Lead project management and staff make use of appropriate technology and industry standards.
- Secure operations and processes by the authority of senior project staff.
- Maintain a continuous improvement plan throughout the project life cycle.

6. Detailed Work Plan and Schedule

6.1 Work Plan

FluidNRG would like to help the NCTPA facilitate their vision of developing 2 distinct sites that embody different brand identities but have shared information. We would like to create brand messaging that is relevant to the target audience of Napa County and of the individual sites themselves.

The site(s) purpose will be informational, but can also be used as a marketing tool for county programs and local businesses. This will help continue to reinforce brand identity, but also allow the county to further thrive. With the introduction of social marketing to the sites, information can now be delivered via Facebook, Twitter, Linked-in, YouTube and blogs and have the same desired effect as word of mouth advertising that could benefit both NCTPA sites.

Below is a chart that displays how the information would be split up. The information in the middle is what both sites would have in common.

NCTPA	VINE TRANSIT
Board of Directors & Committees <ul style="list-style-type: none"> Board of Directors Advisory Committees Business & Employment <ul style="list-style-type: none"> About NCTPA Employment Business / Procurement Business Outreach Projects / Programs <ul style="list-style-type: none"> Planning & Studies Projects Programs Program Calls Reporting Newsroom <ul style="list-style-type: none"> Director's Update Important Dates News Releases Fact Sheets Public Notices Publications Speakers Bureau 	Transit Services Vine, Vine Go, American Canyon Transit, St. Helena Vine, Calistoga Handy Van, Yountville Trolley Rider's Links Routes & Schedules, Fares & Passes, Rider Alerts, Bicycle Information, Vine Rider's Guide, 511, Where's My Bus? Maps Interactive Scheduler (new!)
<div> COMMON INFORMATION Quick Links City of American Canyon, City of Calistoga, City of Napa, City of Helena, Town of Yountville, County of Napa, Bay Area Air Quality Management District IV, Caltrans District IV, Metropolitan Transportation Commission Contact Us </div>	
<p>*Expansion projects, board agendas, minutes, annual reports, capital and operating budgets & board reports.</p>	

6.2 Meeting NCTPA site Requirements

Site Requirements		
Goals	Description / Comments	
DESIGN		
1	Intuitive and consistent options for navigating the website, especially return to general info/home page	FluidNRG will use the basic web tools along with any easy custom tracking to create a consistent hierarchy and flow for the users to navigate easily throughout the site. A breadcrumb will also convey what page they are on and will allow them to back track.
2	Clean visual appearance, easy for users to scan the page and find the links they need	<p>A user friendly site that is visually appealing is going to greatly increase the chances of a user remaining within that site.</p> <p>We like to design to make things intuitively accessible...For example: ADA approved icons and graphics help the user identify links quickly.</p>
3	Simple and efficient navigation for customers of both sites. Unique and professional while representing the Agency	FluidNRG likes to keep the audience and client in mind when designing a website. The audience wants to be able to easily navigate to where they want to go in 3 clicks or less and the client wants their site to be professional, modern yet still convey its brand and messaging to the public. Our job is to bridge those functionalities together.
4	<p>A set of global navigational links employing specific and transparent terminology for the most used service information.</p> <p>Visitors are not overwhelmed by a long list of links.</p> <p>Navigation elements repeated on every page.</p>	<p>FluidNRG will work together with NCTPA to determine the hierarchy of information in order to create the top-level categories or navigation.</p> <p>To create consistency, FluidNRG will repeat any design or functionality elements through the entire website.</p>
5	Link for airport service on the home page	We will incorporate that into the initial design
6	Service alerts on the home page	This can be incorporated into the design very easily. FluidNRG will be sure to gather all of NCTPA's design requirements in the discovery meeting.
7	Site(s) should contain information on expansion projects, board agendas, minutes, annual reports, capital and	The information would most likely fit best in the Transportation Planning site. We could include a calendar of events to have it organized in a user

	operating budgets, board reports and strategic plan.	friendly manner.
8	Graphic files should be sized relative to the site to allow for quickest loading	It is standard for FluidNRG to format images and graphics to optimize loading time.
9	Incorporate 511.org trip planning functionality for personalized trip planning	Drupal will allow flexibility in incorporating 3 rd party sites.
10	Provide access to general info...current developments, meeting agendas and minutes	This information will be accessible to the public user via the Transportation Planning site. Filtering capability will also help users access information.

FUNCTIONALITY

11	Websites must prominently feature the capability of supporting and/or linking to the 511.org function for trip planning purposes	For 511.org we can pull that site into the new NCTPA site(s) by creating an iFrame in order to keep the look and feel or we can create a link that would take the user out of the NCTPA site into 511.org.
12	A clickable list of topics pops up when the mouse is pointed at each primary link. Users can skip directly to the information they want.	There are a variety of drop down menus or ADA safe popups that can be utilized for the sites. We would initially discuss what would be best suited for your audience while also taking into consideration ADA/Section 508 compliance.
13	Capability for easily searching the websites for key words or phrases Development of searchable databases within each Agency website	We have experience with simple to complex search parameters for enhanced user experience. We can help you decide what would work best for your users.
14	Well-organized list of job openings, qualifications, and option to submit a job application electronically.	We will use the best DRUPAL module to satisfy this need. We will share what we're using for CSUN internship module for this area.
15	Download RFP's from the site	We will discuss options of filters, download PDF, create SEO for the public to also search for these RFP's easily, and outreach to the public. This is similar to our project with CSUN and PSMFC.

TECHNICAL

16	Compatible for use by web enabled mobile devices through the state-of-the-art means. Websites displays should be viewable	FluidNRG follows the following standards with all web projects: All pages must be compliant with W3C XHTML 1.0 strict specification, as verified by the W3C validator:
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	on various monitor configurations	http://validator.w3.org/ Pages must render appropriately on all newest versions of IE, Chrome, Mozilla/Firefox, Safari, and Opera web browsers across Windows, Mac, and Linux operating systems Pages should, for the most part, render on 1024 x 768 resolution, with optimum viewing at 1280x800. Pages must render using a handheld device (iPhone, Blackberry, Palm, Android).
17	Flexibility within the sites for designated staff to add remove and update content using tools and templates that do not require extensive knowledge of web development Staff should be able to: <ul style="list-style-type: none"> • Control content and images used in site • Control publishing of links • Report website maintenance activity and statistics on content type: updates, calendars, broken links, etc... 	DRUPAL accommodates the features listed. We will also provide the necessary training and user guides on how to update and edit your site.
18	Security features completely contained within the website infrastructure, and not reliant on network security or peer-to-peer connectivity that will, at a minimum allow access to different sections of the website by users with permitted access	In regards to the admin, NCTPA may assign different roles to different users to limit what items they will be allowed to change.
19	Pages and features compatible with limited bandwidth access by the public, or alternative routing to portions of the site that provide content formatted in a manner that is consistent with limited bandwidth; navigating the sites should not require reloading of all content.	DRUPAL has a number of modules that support such needs. During design phase, we will list out all the modules we will be using on the site for maximum performance. Modules such as CDM and other performance enhancements will be discussed with the committee.
20	Search engine optimization must be included and demonstrated as effective	We can create your website for optimized visibility among search engines, but the practice of SEO is a continuous process that involves link building which is

		a separate practice outside of web development. We can help you maintain your SEO if you so choose.
21	Report number of visits to sites generally and separately for use of special features	Google Analytics can be installed to track visitors to the site, determine how they got there, and how long they spend on the site. You can create custom reports that present information that you want to see and organized in a way you like to see it.
22	On-site training must be provided to ensure the administrator and designated staff (up to 5) are able to maintain and control the website. Adequate training manuals must be provided.	Training will be provided for staff that would be updating the site. We will help define the roles of each staff admin control. We will also provide easy to understand user guides on how to use the most common features.
23	Mechanism for members of the public to convey comments, suggestions or questions concerning the website information or design; if comments are to be directed to the website host, NCTPA must be apprised of those comments.	We could create an email link or a form letter that would allow the public to be able to ask questions or make comments. This could be directed to an email of NCTPA's choosing.
24	To contain a searchable database and allow links to local partners.	We can customize and develop a database that contains information of your choosing.
25	Content Management System that: <ul style="list-style-type: none"> • Is easily updated • Provides a uniform means of managing web documents whether posted as web pages or downloadable files. • A meeting/event calendar system • Ability to use current interactive and social networking mediums such as Facebook, Twitter and RSS feeds • Potential for future capability of bus passengers to locate NCTPA buses equipped with GPS tracking devices through PCs and mobile devices. • Creation of secure areas to access NCTPA documents 	For cost effective reasons and for the ease of development and future development, we recommend using an Open Source Content Management System. DRUPAL, known for their web application development platform and thousands of modules, we feel this would be the perfect match for NCTPA. Many of our clients seek DRUPAL as their CMS choice to keep up with the site evolution through the social networking and development scalability. DRUPAL is also flexible with MySQL and SQL servers. This is also good for future upkeeps with 3 rd party. DRUPAL also allows a change of templates in the admin area for page formatting.

26	Fast loading pages	We will utilize the best practices for performance, such as compressing CSS and JavaScript files.
MAINTENANCE & HOSTING		
27	Respondents proposing to host the websites must not be on any e-mail or website "black lists" as a source of unwanted solicitations or objectionable content	<p>Hosting companies we use are not on any blacklists. Depending on your traffic needs we use the following for hosting:</p> <p>For hosting starter/smaller sites we use www.hostgator.com (Business Plan)</p> <p>For high traffic sites we would use either Amazon S3 or a managed dedicated server.</p>
28	To ensure that NCTPA email through its domain name is maintained	Email can be maintained with MX records update.
29	The websites and email hosting must be structured such that NCTPA will be able to document its posting of public records and email history in compliance with NCTPA's Document Retention Policy.	We will oversee the NCTPA's requirements with the hosting server.
30	The websites must be designed for continuous operation 24/7/365 with express maintenance windows clearly defined. Host must have equipment to minimize down time.	Amazon S3 or a managed dedicated server will provide the uptime requirements needed.
31	The websites must be developed on a platform that will allow the sites to be portable to another host. NCTPA reserve the right to transfer the website to another host.	Drupal CMS are portable and can be moved from server to server. It can also install into SQL or MySQL servers.
32	<p>The initial proposal will include a one-year warranty of the website from the "go-live" launch date against system failures.</p> <p>Technical Support and hosting must be inclusive in the contract for 3 years after launch date and available on a 24/7/365 basis.</p>	<p>FluidNRG will include a year warranty of the website for bug control, but not for new projects/features.</p> <p>We also offer a Block Hour Purchase Program which is designed to allow Customers to engage FluidNRG, Inc. Design Support for activities of various project durations. This program delivers hours charged at a single rate that includes volume discounting.</p>

ENHANCED REQUIREMENTS

Schedules

Schedules on html pages instead of or in addition to PDF files.

We can accommodate these features.

Schedules that can be downloaded to handheld devices

Notifications of service changes and travel delays, sent by email or cell phone.

Ability to create your own simplified schedule tailored to your on and off locations. On schedules for specific routes, check off boxes for specific time points and view the schedule for those selected time points only.

This would be a great feature to accompany the 511.org trip planner. We would need more information, but we went ahead and created a sample scheduler based on 511.org type functionalities. (See the following page for a sample wireframe and design mock up.)

For a possible future project you could also create a mobile application to allow the public to utilize this feature while on the go.

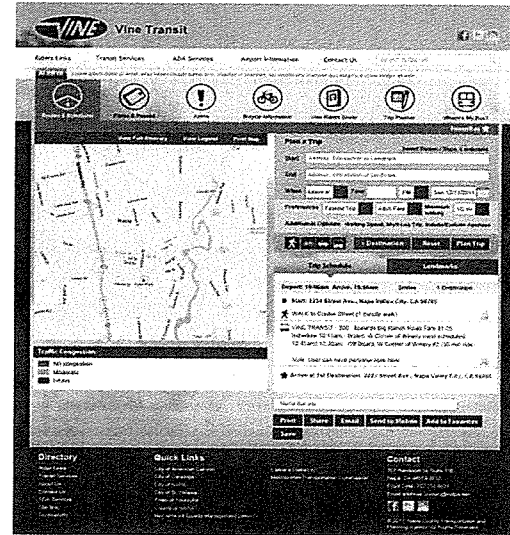
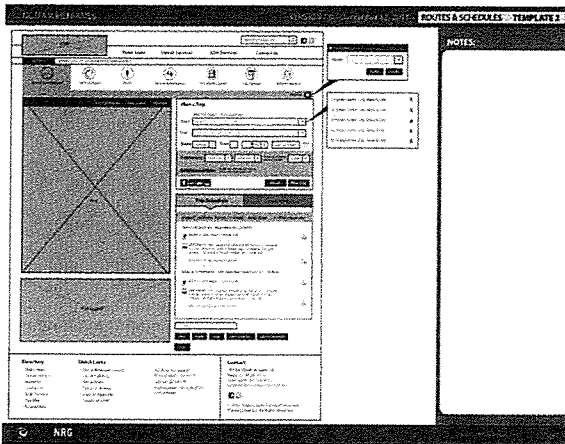
Maps

- Zoomable system maps that provide both an overview of the service area and through zooming.
- Maps in html and pdf
- Routes on the system map are clickable, linking to the schedule and map for that route
- Maps for individual bus routes link to detailed sections of the system map
- Routing and schedule information tailored to customers specific trips with 511.org trip planner.
- Option of specifying an address, intersection or landmark
- Travel advisories with current travel information
- Explanation of transit services for visitors and other new customers
- Comprehensive information for people with disabilities on one page

Google Maps can be used. It will need to be a images instead of a PDF because conversion to PDF collides with their T&C's

<http://stackoverflow.com/questions/2647833/google-maps-and-pdf>

We created wireframes and a colored mockup of an interactive scheduler, it's a robust version, but this is for sample purposes only.



6.3 Technical Solution

EXTENSION LAYER



3rd Party Integration

This layer allows the system to integrate with 3rd party applications including Facebook, Twitter NCTPA modules, etc.

APPLICATION LAYER



Frontend NCTPA Website

This layer is the core application layer that allows the system to share modules and components within the system. Modules include User Management, Component Management, Module Management, Template Management, System Management, etc

FRAMEWORK LAYER



Content Management Framework

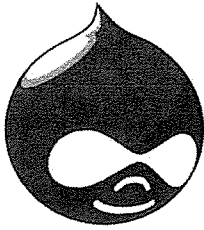
This is the core framework layer that allows the system to share libraries, API, and services to the Application Layer. The Framework will be built on the DRUPAL CMS platform.

DATABASE LAYER



MySQL Database

This is the core database layer where all information is stored and retrieved.

**CMS Recommendation**

Drupal is a free and open source Content Management System (CMS) written in PHP and distributed under the GNU General Public License. It is used as a back-end system for many different types of websites. In October 2009, the administration of U.S. president Barack Obama adopted Drupal for the official Whitehouse.gov website.

Minimum Requirements:

- Linux
- PHP 5.2.4 +
- MySQL 5.0 +
- The mod-rewrite Apache module

Drupal was designed to allow new features and custom behavior to be added to extend Drupal's core capabilities. This is done via installation of plug-in modules created and contributed to the project by open source community members.

Although Drupal offers a sophisticated programming interface for developers, no programming skills are required for basic website installation and administration.

Drupal can run on any computing platform that supports both a web server capable of running PHP version 5.2.4+ (including Apache, IIS, Lighttpd, and nginx) and a database (such as MySQL or PostgreSQL) to store content and settings.

6.4 Hosting

FluidNRG has experience working with several 3rd party hosting companies. We feel that partnering up with a dependable hosting company would be the best solution for NCTPA because they have the expertise, cutting edge server hardware and 24/7/365 customer service and support. Also, if needed, FluidNRG can speak on behalf of the client when it comes to technical matters to help minimize confusion. With this partnership, the client has the comfort in knowing that they get expert care from companies specialized for that service.

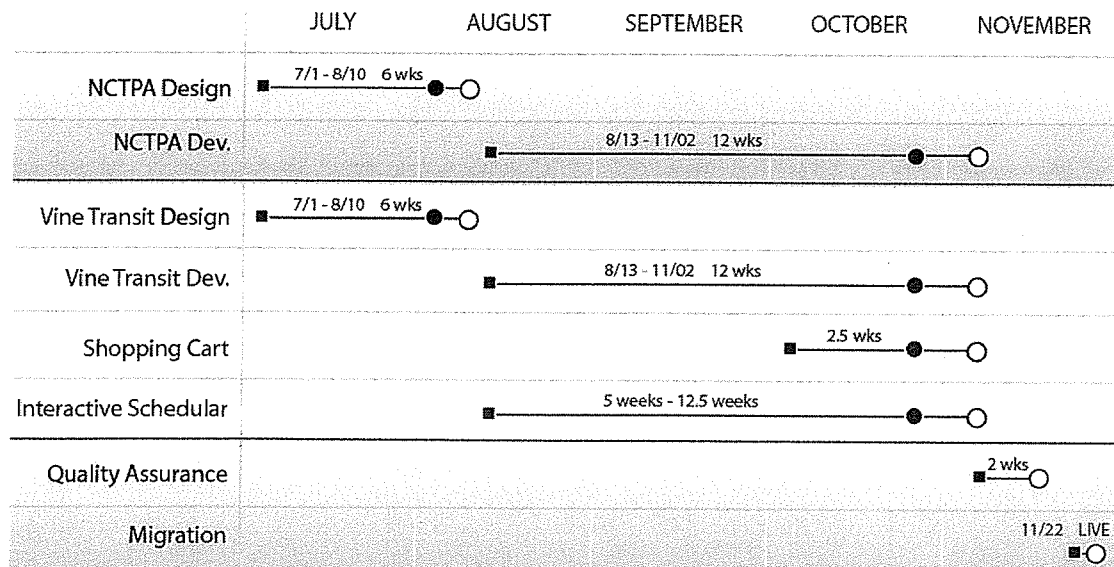
Here at FluidNRG, we pride ourselves for being completely transparent with our customers and their concerns. Depending on your traffic needs we use the following for hosting:

- For hosting starter/smaller sites we use www.hostgator.com (Business Plan)
- For high traffic sites we would use either Amazon S3 or a managed dedicated server.

7. Estimated Timeline

7.1 Estimated Timeline for NCTPA (both sites)

NCTPA timeline for completion	07/02/2012 – 11/22/2012 (20 weeks)
Phase 1 – Design Phase	MON 07/02/2012 – FRI 08/10/2012 (4 weeks total)
NCTPA	VINE Transit
<ul style="list-style-type: none"> Discovery Deliverables – Sitemap, flowchart, Wireframe, Color Look & Feel mockups Project Scope and Scheduling 	<ul style="list-style-type: none"> Discovery Deliverables – Sitemap, flowchart, Wireframe, Color Look & Feel mockups Project Scope and Scheduling
Review and finalize with NCTPA & FLUIDNRG	MON 08/06/2012 – FRI 08/10/2012
Research & Design Phase Complete	FRI 08/10/2012
Phase 2 – Development Phase	MON 08/13/2012 – FRI 11/02/2012 (12 weeks total)
<ul style="list-style-type: none"> Technical Documentation Apply Drupal CMS /modules Searchable database Integration of 511.org and social media User Manual of admin updates Entire project scope development completion 	<ul style="list-style-type: none"> Technical Documentation Apply Drupal CMS /modules Searchable database Shopping cart Integration of 511.org and social media User Manual of admin updates Entire project scope development completion
Review CSS & Technical Doc for complete site	FRI 08/31/2012
Complete Development BEGINS	MON 09/03/2012 – MON 11/02/2012
Phase 3 – QA	MON 11/05/2012 – FRI 11/16/2012 (2 weeks)
<ul style="list-style-type: none"> Trouble shooting and implement change requests 	
QA – Migrate onto NCTPA testing server	MON 11/19/2012 – THU 11/21/2012
LIVE	FRIDAY 11/22/2012



8. Appendix

8.1 FAQ – Frequently asked questions about FluidNRG

FluidNRG would like to thank you for giving us the opportunity to bid for this website re-design project. For your convenience, we will apply some of the previous RFP questions and answers that could help introduce FluidNRG better:

About FluidNRG		
1.	How long have you been in the business of building websites?	FluidNRG opened its doors May, 2002. 9+ years.
2.	What are your normal office hours? Can we get issues resolved after hours?	There are no office hours. We are 24/7 design company. Yes – you can contact us anytime.
Web Standards		
3.	What web standards do you follow?	<p>All pages must be compliant with W3C XHTML 1.0 strict specification, as verified by the W3C validator: http://validator.w3.org/</p> <p>Pages must render appropriately on the latest browsers; IE, Chrome, Mozilla/Firefox, Safari, and Opera; across Windows, Mac, and Linux operating systems.</p> <p>Pages should, for the most part, render on 1024 x 768 resolution, with optimum viewing at 1280x800. Layout at 980 pxls</p> <p>Pages must render using a handheld device (iPhone, Blackberry, Palm, Android).</p> <p>Browsers without flash plug-ins will still allow for full functionality of the site</p>
4.	How many sites have you used HTML tables to layout pages in the past 3 years?	Over the past three years we have used HTML tables very minimally and usually only for tabular data. We instead use div based, table less web layouts which allow CSS to control the layout of the page. Using CSS creates less HTML source code with faster page loading times and is recommended by the W3C guidelines.
SEO		
5.	Do you design for SEO best practices?	<p>Yes, with every project we have our formula for search engine optimization coded in.</p> <ul style="list-style-type: none"> - Code is semantically fashioned - Titles and Meta Tags are optimized. - Copy is positioned high in the code - No content is duplicated.
6.	What SEO tools are your “must have” favorites? URL’s are fine.	<ul style="list-style-type: none"> - Google Webmaster - Yahoo Site Explorer - Bing Webmaster Center - SEOMoz
7.	List the top 6 on-site elements that are most important for optimizing search results (SEO), in your opinion.	<ul style="list-style-type: none"> - Title Tags - Meta Tags - Content

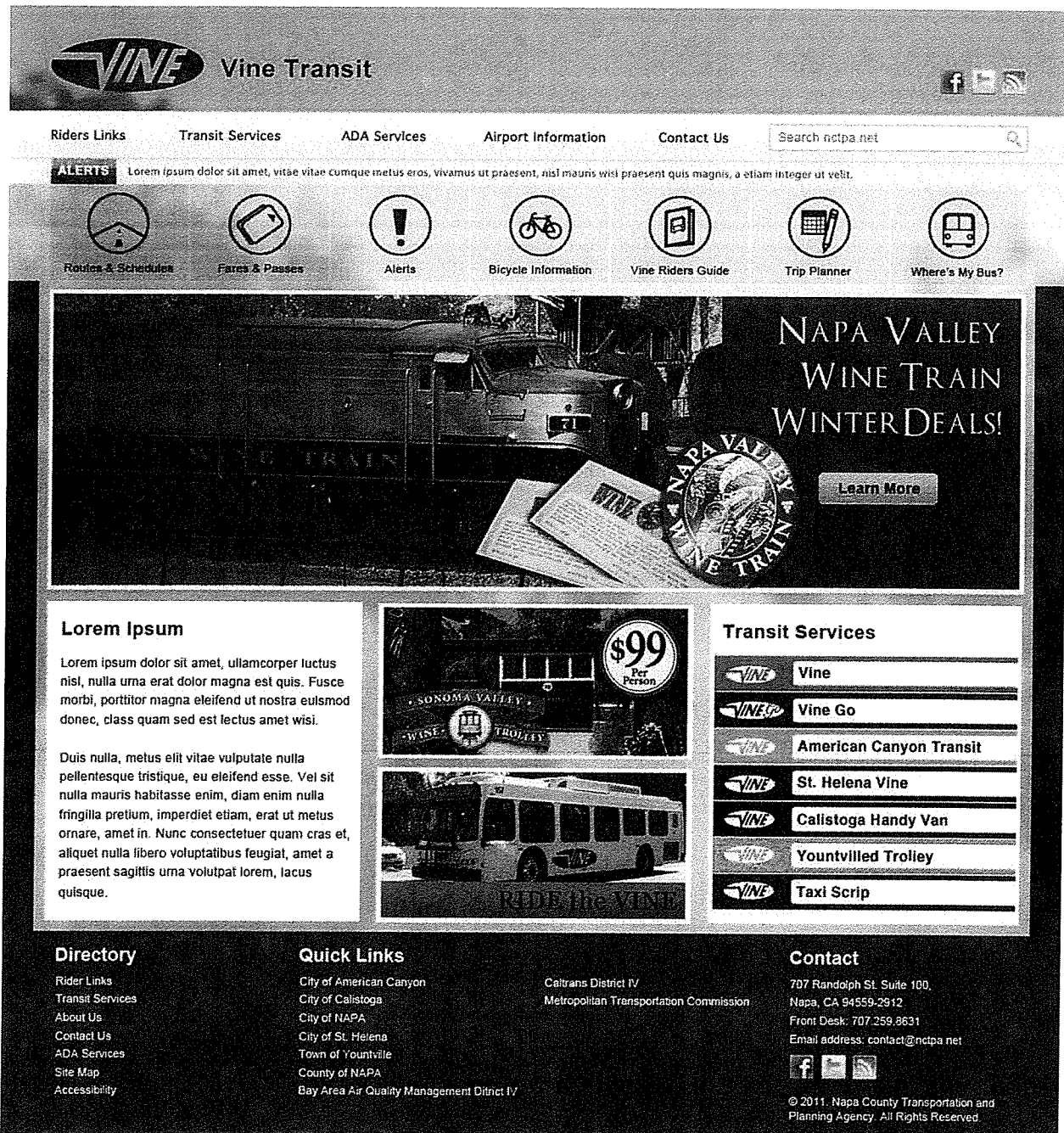
		<ul style="list-style-type: none"> - Architecture of Site (Links, Breadcrumbs, Sitemap, Robots.txt, etc.) - Keywords - URL's & Domain
8.	How do you manage both the file naming convention and redirects so that existing pages optimized by search engines?	For the file naming conventions we use a dash between keyword and when redirecting to existing urls 301 redirects are used. This will maintain the old url's search engine rank when a new url is introduced.
9.	We want to add a News area on the home page and a separate page to keep our site "SEO active" with Google. Assuming there are industry news sites that we can pull content from, what methods do you suggest using so that there is minimal need to update our site manually to keep news fresh?	This can be done using RSS feeds. eg http://www.feedage.com/
10.	Will you submit our new website to search engines and add all appropriate non-site files to essentially launch the SEO?	Yes, we launch your SEO campaign for you. Also, if you'd like, we have progressive monthly SEO options to maintain your SEO.
DESIGN		
11.	What is your design process? Please be brief.	<ol style="list-style-type: none"> 1. Business research, analyze, marketing tagline, design requirements received 2. Flowcharting, categorization – making sure all pages are have an ID and follow a hierarchy 3. Wireframing – making sure all unique templates are ID. 4. Color mockups – design samples, changes, until approved 5. Apply entire color mockups on each page of the site – approval 6. Click thru prototype/storyboard – approved.
12.	How many different design concepts will we receive for our home page and other pages?	3 initially until approved.
13.	Do you use pre-purchased templates? How often (rough % of time for all sites you design)? Do you re-code the templates at all?	CMS – No. We like to differentiate our client away from the "cookie-cutter" template. We do follow some "modules" for the sake of ease on coding. Unless the client would like to use a template, we can accommodate this by throwing in a few customized look.
Content & Website Management		
14.	Using a CMS, will we be able to add/edit our own content (body text) to most pages (a) as part of the development process, or (b) once the site is live? Or both?	BOTH. During QA stage, we will provide clients with user manual to start importing information as a tutorial class. FluidNRG will take care most of all the content exchange.
15.	Will we be able to add additional pages to the site? Within and/or outside of the main navigation? Landing pages for PPC ads?	YES. The whole idea in using CMS is so the client can modify the pages without "breaking" the site look/feel.

16.	Will the website be portable? Can we move it to a new server of my choice, even a year after the development is complete without contacting you? FYI - we have an IT manager on site.	YES. Client owns complete source code.
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Project Process		
17.	<p>Do you have a documented, repeatable process to plan and build websites?</p> <p>Can you provide a brief overview of the process and deliverables at each stage?</p> <p>Please identify where we (the client) will need to provide input or deliverables in this process.</p> <p>Please identify what stages are handled with internal resources and which will be outsourced, if any.</p>	<p>Business Research</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> o Understanding all business requirements o Gather all design requirements o Images, content (preliminary) , restrictions <p>Design Phase</p> <p>NRG DELIVERABLES</p> <ul style="list-style-type: none"> o Flowcharting / wireframing / mockup treatments – CLIENT APPROVAL NEEDED o Changes until - CLIENT APPROVAL NEEDED o Storyboard - CLIENT APPROVAL NEEDED <p>Development</p> <p>CLIENT DELIVERABLES</p> <ul style="list-style-type: none"> o Any additional content, images, etc. <p>NRG DELIVERABLES</p> <ul style="list-style-type: none"> o QA – tutorial, CLIENT APPROVAL NEEDED
18.	How will we report and track issues during the site build? After it is built and live?	Client area provided with username/password
19.	Will you set up Google Analytics for us across all pages? (we will provide the tracking code from Google)	Yes. Will be included in scope of work/project.
20.	Will we get to speak directly to the web designer and developer?	Yes.
Pricing and Other Costs		
21.	What ongoing costs will your site design incur on me over the years, if any? (e.g., software licensing, maintenance, support, etc.)	None for FluidNRG, just server upgrades from your hosting company
22.	How much would we pay for ongoing content changes if we chose to have your company make changes to our site (identify as flat fee or hourly)?	Block Hours, please see Block Hour Tab for full detail
23.	Please list other services your company provides that you feel we should be aware of.	<p>Complete Design Capabilities:</p> <ul style="list-style-type: none"> - Corporate ID - Brochures - Tradeshows - Photography - Marketing

8.2 Closer look at sample mockups



Sample Home page for: ridethevine.com



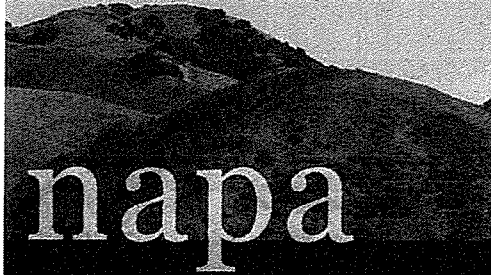
Sample Home page for: nctpa.net



**Napa County
Transportation &
Planning Agency**

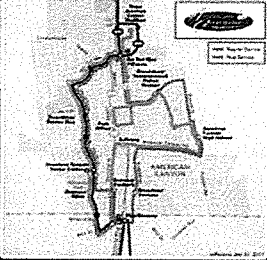



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Meet the Board



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Highlights

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Important Dates

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Employment Opportunities

Job Description	Posted
Lorem ipsum dolor sit amet...	11/28/2011
Lorem ipsum dolor sit amet...	12/14/2011
Lorem ipsum dolor sit amet...	12/18/2011
Lorem ipsum dolor sit amet...	12/19/2011
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Lorem ipsum dolor sit amet...	12/26/2011

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- Business & Employment
- Projects / Programs
- Newsroom
- ADA Services
- FAQ

Quick Links

- City of American Canyon
- City of Calistoga
- City of NAPA
- City of St. Helena
- Town of Yountville
- County of Napa
- Bay Area Air Quality Management District IV
- Caltrans District IV
- Metropolitan Transportation Commission
- Vine Transit

Contact

707 Randolph St. Suite 100,
Napa, CA 94559-2912
Front Desk: 707.259.8631
Email: contact@nctpa.net

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Sample of Interactive Scheduler

The screenshot displays the VINE Transit website's interactive scheduler. The header includes the VINE logo and navigation links: Riders Links, Transit Services, ADA Services, Airport Information, and Contact Us. A search bar is also present. Below the header, a row of icons represents various services: Routes & Schedules, Fares & Passes, Alerts, Bicycle Information, VINE Riders Guide, Trip Planner, and Where's My Bus?.

The main content area is divided into two columns. The left column features a map of Napa Valley with a legend for traffic congestion (No congestion, Moderate, Heavy). The right column contains the 'Plan a Trip' form, which includes fields for Start/End locations, departure time, and preferences (Fastest Trip, Adult Fare, Maximum walking, 1/2 mi). Below the form is a 'Trip Schedule' section showing a sample trip from 1234 Street Ave. to 2222 Street Ave. with a departure at 10:00am and arrival at 10:50am. The schedule details include walking to a bus stop, boarding a VINE TRANSIT bus, and arriving at the destination.

At the bottom of the page, there are three sections: 'Directory' (listing various local government entities), 'Quick Links' (providing direct access to specific services), and 'Contact' (providing the agency's address, phone number, and email).

8.3 OPTIONAL – Support Block Hour Form and Introduction

The Support Block Hour Purchase Program is designed to allow Customers to engage FluidNRG, Inc. Design Support ("NRG") for activities of various project durations. This Block Hour Program delivers resources on a Time and Materials (hourly) basis over a twelve (12) month period within the period indicated in the Conditions section of this Order. Please specify the desired block of hours by selecting the one most appropriate to your needs. This program delivers hours charged at a single rate that includes volume discounting based on the block of hours selected.

Dollars/hour	Total # of Block Hours	Total Cost
\$ _____/hour	_____	\$ _____

Support & Maintenance

Block Hours	Services	Monthly Cost
1- 50 hours	<ul style="list-style-type: none"> • Site Maintenance Support • Bug Fixes • New Features 	\$85.00/hr
51 ~ 100 hours	<ul style="list-style-type: none"> • Site Maintenance Support • Bug Fixes • New Features 	\$80.00/hr
101 ~ 200 hours	<ul style="list-style-type: none"> • Site Maintenance Support • Bug Fixes • New Features 	\$75.00/hr
201 + hours	<ul style="list-style-type: none"> • Site Maintenance Support • Bug Fixes • New Features 	\$65.00/hr

Block Hours may be applied (but are not limited) to assistance on such value-added support services as:

- General technical consulting
- Design and maintain website
- Advice before, during and after application installation, upgrade, and migrations
- Operations and support mentoring
- Developer support
- Emergency "out of hours" technical support
- Technical account management
- New Feature implementation
- Other services as specified

Conditions:

- a. Blocks of Hours to be pre-paid. The invoice will be considered prepayment on account for future products and/or services. Any sales and use tax amounts contained in the invoice represent estimated values, which are subject to revision, should the products be delivered and/or the service be performed in a different jurisdiction than originally indicated at the time this invoice was issued. The proper tax amounts will be billed and remitted to the appropriate taxing authority when the remaining products are delivered and/or services rendered. A final tax receipt will be provided for your records when the transaction is complete.
- b. As hours are delivered, they are deducted from the total number purchased.
- c. Hours expire 12 months after the Effective Date; unused hours are forfeited upon expiration.
- d. Services will be provided during normal business hours, 9 a.m. to 6 p.m. Monday through Friday in your time zone, except national holidays, unless otherwise specified.
- e. Should services be provided on-site, travel and expenses will be invoiced separately in addition to the block purchase price.
- f. NRG reserves the right to subcontract services to technically qualified Consultants.
- g. Customer will ensure that individuals working with NRG are appropriately qualified on the supported application.
- h. Customer will be responsible for determining the work to be performed by the NRG resources during each engagement. NRG will work only on those tasks approved by the Customer. Any recommendations NRG may provide in reference to the application will be limited to the Services performed during each engagement, based specifically on the information then available to NRG and as made known to NRG by Customer. You will be responsible for the review and evaluation of any NRG recommendations as well as all final decisions and implementations relating to, or resulting from, the NRG recommendations contained in any report.
- i. Customer is responsible for promptly obtaining and providing to NRG all Required Consents necessary for NRG to provide the Services. A Required Consent means any consents or approvals required to give NRG and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products the Customer uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. The Customer will indemnify, defend and hold NRG, its subcontractors and majority owned subsidiaries, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claims (including patent and copyright infringement) made against NRG, alleged to have occurred as a result of the Customer's failure to provide any Required Consents. NRG will be relieved of the performance of any obligations that may be affected by the Customer's failure to provide promptly any Required Consents to NRG.
- j. Customer is responsible for notifying NRG 30 days in advance of a planned system installation or upgrade project. Technical assistance for un-scheduled projects will be provided only on a "best efforts" basis.
- k. Services delivered apply to the **NCTPA**

8.4 TERMS and CONDITIONS (sample)

This Professional Services Agreement ("AGREEMENT") is made as of the Effective Date specified at the end of this agreement by and between **FLUIDNRG, INC. ("NRG")** and **The Napa County Transportation & Planning Agency – NCTPA. ("CLIENT")**,

Collectively NRG and Client shall be known as the "PARTIES".

The Parties agree as follows:

1. SERVICES PROVIDED BY NRG

NRG shall provide Client certain services ("SERVICES") specified in a properly executed Statement of Work ("SOW") to be incorporated herein and made a part hereof. Each SOW shall incorporate the terms and provisions of this Agreement. To the extent an SOW provides additional and/or conflicting terms to this Agreement, the terms of the SOW shall prevail. All NRG subcontractors under an SOW, if any, shall be bound to perform all obligations under this Agreement as if they were being performed by NRG.

2. Change Order Process

The scope of NRG's application design and development services, and the types of technologies and features NRG will employ, utilize and provide, are set forth in Section 3.0 below. In the event that Client requests NRG provide additional or different services, or employ, utilize or provide different or additional types of technologies or features, then the Parties may execute a new writing describing such change in services and/or materials to be provided, and the additional compensation, if any, to be paid to NRG for such change ("Change Order"). Such Change Orders shall become a part of the Agreement and shall be governed by its terms.

3. FEES, EXPENSES, & PAYMENT

For all Services performed under an SOW or other request for Services that references this Agreement, Client shall: (i) pay NRG in accordance with each SOW or at the then current NRG standard rates, whichever are applicable; and (ii) pay NRG upon receipt of each invoice. All payments pursuant to this Agreement are non-refundable. Unless Client provides NRG with a valid tax exemption or direct pay certificate upon execution of this Agreement, Client is responsible for all taxes, duties, and customs fees which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on NRG's income or payroll. NRG reserves the right to invoice Client the lesser of twelve percent (12%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoice not paid within thirty (30) days after receipt. NRG invoices shall describe the following: (i) the time period for which work and expenses are billed; (ii) the quantity of work performed; (iii) the hourly rates charged, if applicable; and (iv) totals.

4. INSURANCE

NRG shall maintain statutory minimum Worker's Compensation and Employer's Liability Insurance as required by the laws of any state or country in which Services are performed.

5. CONFIDENTIAL INFORMATION.

5.1 DEFINITION

The term "CONFIDENTIAL INFORMATION" shall mean: (i) any and all information which is disclosed by either party ("OWNER") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software,

documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

5.2 TREATMENT OF CONFIDENTIAL INFORMATION

Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

5.3 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION

Healthcare Clients Only: NRG does not expect to have access to confidential individually identifiable health information ("IIHI"), as that term is used in the Health Insurance Portability and Accountability Act ("HIPAA") in connection with its fundraising database analytical services. Because NRG does have many healthcare clients and may inadvertently receive IIHI, it is NRG's policy that it will: (i) treat all donor information in compliance with all applicable federal and state laws; and (ii) implement and use any and all reasonable means and appropriate safeguards to prevent the use or disclosure of IIHI and will immediately notify Client of any unauthorized use or disclosure of IIHI.

5.4 RIGHTS AND DUTIES

The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs.

5.5 SURVIVABILITY

The terms of this Section 5 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict.

6. INDEMNITY

6.1 PATENT AND COPYRIGHT INDEMNITY

NRG shall indemnify and defend Client against any claims that the Work Product (defined below) delivered to Client pursuant to an SOW infringes any United States or Canadian patent or copyright, provided that NRG is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim, provided the associated software license agreement between the Parties has not been terminated, NRG shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Work Product; (ii) replace or modify the Work Product so that it becomes non-

infringing while giving equivalent performance; or (iii) if NRG cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Work Product and return only the Services fees paid by Client for such Work Product. NRG shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client (ii) the alleged infringement is the result of a modification made by anyone other than NRG; or (iii) Client uses the Work Product other than in accordance with this Agreement, any delivered documentation under an SOW, or the underlying software license to use such Work Product.

6.2 INDEMNITY

Each party ("INDEMNIFYING PARTY") shall indemnify and hold the other party ("INDEMNIFIED PARTY") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

7. WARRANTIES AND REPRESENTATIONS

Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. NRG warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by NRG are advisory, no specific result is assured or guaranteed. NRG will grant a 60-day warranty period to the client where NRG will provide maintenance and support for the application or product outlined in the SOW. This warranty does not include feature enhancements, or development outside of the scope of this SOW. NRG EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER SETA EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

8. LIMITATION OF LIABILITY

EXCEPT FOR THE INDEMNIFICATION PROVIDED IN SECTION 6, NRG 'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID BY CLIENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL SETA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

9. RIGHTS TO WORK PRODUCT

Any expression or result of NRG 's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "WORK PRODUCT") created by NRG in the course of performing the Services hereunder are the property of NRG and are licensed to Client, without further license fees, pursuant to the NRG software license(s) to which the consultation Services pertain, provided, however, to the extent such Work Product provided to Client by NRG contains Client's Confidential Information, Client shall retain title to such Confidential Information. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.

10. MAINTENANCE OF DEVELOPMENT WORK

Standard maintenance and support services offered by NRG do not cover any customized software or new development created under an NRG. If available, maintenance and support may be addressed under a separate services agreement.

11. INDEPENDENT CONTRACTOR STATUS

NRG performs this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and NRG.

12. NOTICE

All notices or other communications referenced under this Agreement shall be made in writing and sent to the address designated above, designated in a specific SOW, or designated from time to time in writing by the Parties. All notices shall be deemed given to the other party if delivered receipt confirmed using one of the following methods: registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.

13.1 TERMINATION OF PROFESSIONAL SERVICE

Unless otherwise agreed to, either party may terminate this Agreement or any SOW at any time by giving the other party written notice of termination. If this Agreement or an SOW is terminated by the Client, Client shall pay NRG for all work performed and for all expenses incurred prior to the effective date of termination. Client shall also pay a termination fee equal to 25% of the total amount contracted for the professional service under the applicable SOW. If Client provides less than six (6) business days advance notice of an SOW termination for which professional services have been scheduled, the termination fee payable as set forth above shall be equal to 100% of the scheduled service as set forth in the SOW.

13.2 POSTPONEMENT OF PROFESSIONAL SERVICE

No penalty will be assessed if Client postpones a scheduled professional service at least 20 business days or more before the start of the scheduled professional service. If Client postpones a scheduled professional service at least six (6) but less than twenty (20) business days before the start of the scheduled professional service, a penalty of 25% of the amount of the scheduled professional service may be assessed. If Client postpones a scheduled professional service less than six (6) business days before the start of the scheduled professional service, a penalty up to 100% of the scheduled service may be assessed.

14. WAIVER

No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties.

15. FORCE MAJEURE

Except for Client's obligation to pay NRG, neither party shall be liable for any failure to perform its obligations under this Agreement or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

16. SEPARATE AGREEMENTS

All Services provided herein are acquired separately from any software licenses agreed to between the Parties. Specifically, Client may acquire software licenses without acquiring consulting services. Client understands and agrees that this Agreement and any SOW is a separate and independent contractual obligation from any schedule relating to



EXHIBIT A

NCTPA Website Proposal

January 12, 2012

software licenses. Client shall not withhold payments that are due and payable under this Agreement because of the status of any software licenses or schedules, nor shall Client withhold payments that are due and payable relating to software licenses or schedules because of the status of work performed hereunder. In addition, the ability to provide such services are not exclusive or specific to NRG and are commercially available from a variety of third party service providers.

17. DISPUTE RESOLUTION

Any disputes or claims under this Agreement or its breach shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Arbitration shall be in Newport Beach, CA, and the laws of California shall be applied. Any decision in arbitration shall be final and binding upon the parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, NRG may sue in any court for infringement of its proprietary or intellectual property rights.

18. GENERAL

This Agreement shall be governed by the laws of the State of California, excluding choice of law principles. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement and the SOW(s) constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each party. This Agreement may be executed by facsimile. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Exhibit shall add to or vary the terms of this Agreement or Exhibit. All such proposed variations, edits, or additions (whether submitted by NRG or Client) to this Agreement or to an SOW, are objected to and deemed material unless otherwise mutually agreed to in writing.

19. Intellectual Property Rights

All Intellectual Property Rights, including the source and object code, together with any related materials or documentation are and shall remain the property of **NCTPA**. The Developer shall notify **NCTPA** immediately if the Developer becomes aware of any unauthorized use of the whole or any part of the Software by any person.

Acceptance and authorization

The term of this SOW is from _____ to _____ assuming that the Buyer approves the final product from the Supplier. Buyer may terminate this SOW upon 15 days written notice.

The terms and conditions of the Professional Services Agreement apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

NCTPA

Company

FluidNRG, Inc.

Company

Contact Full name

Kaileen Wang

Contact Full name

Title

President

Title

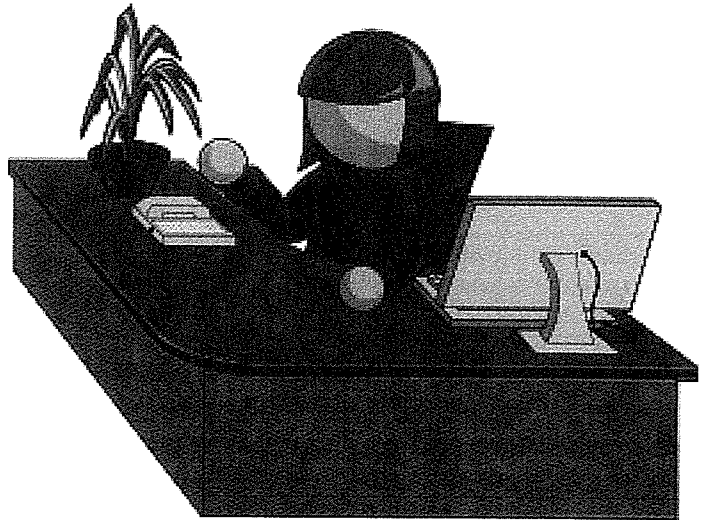
Signature

Signature

Date

Date

THANK YOU



JAIME WHITWORTH

2949 Randolph Ave, Unit A, Costa Mesa, CA 92626

O. 714.884.3908 | C. 949.510.3740 | F. 714.242.7792

Jaime@fluidnrg.com

www.fluidnrg.com



NCTPA COST SHEET

Names of Key Personnel	Job Titles	Fully Burdened Rates
Kaileen Wang	UX/UI / Project manager / Project Sponsor	\$ 125/hr
Richard Pang	Technical Lead	\$ 125/hr
Jaime Whitworth	Project Coordinator / Account Executive	\$ 60/hr
Jennifer Lim	UI Designer /Graphic Designer	\$ 85/hr
Dave Levy	Front End Developer / SEO	\$ 85/hr

PRICE SUMMARY SHEET

Website Redesign & Development:

* The NCTPA site will be mostly informational... the 2 sites should be independent but could have links to take user back and forth to each site as to not be repetitive... (1 shopping cart...etc)

Discovery / Branding Research and identification of brand attributes, develop brand strategy, development of web campaign design to solidify and maintain the brand.

\$ 2,040 (24 hrs) ✓

\$ 2,040 (24 hrs) ✓

Top 3 anticipated tasks:
 1. Agency information
 2. Project Status
 3. Download forms and applications

Top 3 anticipated tasks:
 1. Fares, maps and routes
 2. Trip planner (direct to 511.org site and interactive scheduler w/ Napa specific transportation)
 3. Purchase passes

Personnel involved: Kaileen Wang, Jaime Whitworth, Jennifer Lim (lead), Rick Mundon (advertising/copy)

Website Design Phase Deliverables from FluidNRG:

- Complete Style guide documentation
- Sitemap / flowchart of complete project scope
- Colored mockups for approval
- Complete colored mockup CSS click-thru prototype

\$6,800 (80 hrs) ✓

\$6,800 (80 hrs) ✓

Personnel involved: Kaileen Wang, Jennifer Lim, Dave Levy



NCTPA COST SHEET

January 2, 2012

Website Development	<ul style="list-style-type: none"> • Technical Documentation (illustrating modules and IA concepts) • Apply Drupal CMS, Modules • Searchable Database • Integration of 511.org and social media • User Manual of admin updates • Entire project scope development completion • Shopping Cart Module 	✓	\$ 12,800 (160 hrs)	✓	\$ 12,800 (160 hrs)	✓
	<ul style="list-style-type: none"> • Google Analytics 					
	Personnel involved: Kaileen Wang, Dave Levy, Richard Pang (lead), 1-2 developers Interactive Maps and routes This feature will allow your users the ability to create their own simplified schedule tailored to their on and off locations.	Could have a link that takes users to purchase bus passes etc through vine site \$ 5,000 (100 hrs) <i>(discounted as packaged deal)</i>				
Interactive Scheduler	<ul style="list-style-type: none"> • Design • Development 					
	We are giving a range for a simple interactive schedule to a more robust version similar to 511.org. Personnel involved: Kaileen Wang, Dave Levy, Richard Pang (lead), 1-2 developers	\$ included in above web development N/A			\$ 17,000 - \$ 42,500 (200 - 500 hrs) <i>(discounted as packaged deal)</i>	
Mobile Compatibility (W3C approved)	The users will be able to view the full version of the website from their mobile device.					
	Personnel involved: Kaileen Wang, Richard Pang, Dave Levy	\$ included in above web development				



NCTPA COST SHEET

REVISION 12.2012

* Mobile Site OPTION	Render the main attributes of the site into a mobile environment.	\$ 1,700 (20 hrs)	\$ 1,700 (20 hrs)
Localization installation	OPTIONAL – allowing for Spanish translation. Will create site / CSS / localization module ready for publish.	\$ included in above web development	\$ included in above web development
* Spanish copy translation OPTION	TBD on translation copy. (Would we be translating the copy or would you provide the translated copy. There would be a charge for translation)	\$ TBD	\$ TBD

Website Hosting			
Initial Migration		\$ 500	\$ 500
Annual Hosting & Maintenance	1) Hostgator Dedicated Basic \$174/Month Intel Xeon 3360* (Quad Core) 2 GB DDR3 Memory 2 x 250 GB Hard Drive 10 TB Bandwidth 5 Dedicated IPs FREE cPanel	2) Amazon EC2 HOSTING + FluidNRG Server Maintenance \$2,088/YR 3 years = \$6,264 Large Instance 7.5 GB of memory, 4 EC2 Compute Units (2 virtual cores with 2 EC2 Compute Units each), 850 GB of local instance storage, 64-bit platform Medium Utilization	
Onsite Installation & Training			
Installation	Installation of the site onto the server will be included. 1) staging server on FluidNRG site for technical QA 2) testing server on NCTPA site for client training 3) go LIVE on client server	\$ included in above web development	\$ included in above web development



NCTPA COST SHEET

January 12, 2012

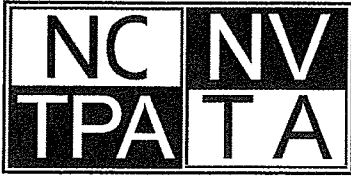
Training	Course training cost included Travel cost of 2 people will be separate	\$ Included TBD	\$ Included TBD	
TOTAL RUNDOWN				
Total	Website creation subtotal		\$ 21,640	VINE TRANSIT
	2 site package 10% discount. (-\$4,828)		\$43,452	
	Interactive Scheduler (BASIC BASELINE)		\$17,000 (TBD)	
	Server Migration		\$500	
	Hosting and maintenance -- 3 years		\$6,264	
	TOTAL COST ESTIMATE		\$67,716	

EXHIBIT B

EXHIBIT B

ATTACHMENT D VENDOR COST SUMMARY FORM- Website Redesign

Project Elements	One Time Costs	Reoccurring Costs	DIRECT		Overhead	Profit	Total
			Labor	Materials			
NCTPA Website Redesign & Development							
Redesign, Code Cleanup, Efficiencies			Please see enclosed detailed price summary sheet. We incorporated these project elements.				
Searchable Database							
511.org Trip Planner and Social Media Integration							
CMS							
Mobile Web							
TOTALS							
Vine Transit Design & Development							
Searchable Database							
511.org Trip Planner and Social Media Integration							
CMS							
Mobile Web							
TOTALS							
Website Hosting							
Initial Migration Costs							
Annual Hosting & Maintenance							
TOTALS							
Onsite Installation & Training							
Installation Costs							
Training							
TOTALS							
Yearly License Fees							
Sales Tax							



July 18, 2012
NCTPA Agenda Item 9.4
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Assistant Program Planner/Administrator
(707) 259-8327 / Email: dmeehan@nctpa.net
SUBJECT: Grant of Easement on Gasser Drive for Bus Stop and Shelter

RECOMMENDATION

That the NCTPA Board approve and accept the proposed grant of easement by The Peter A. and Vernice H. Gasser Foundation, a California Corporation (Attachment 1) for the sole purpose of a VINE Transit bus stop and bus shelter on Gasser Drive.

EXECUTIVE SUMMARY

Construction of a 15-acre site on Gasser Drive by OTO Development Corporation began in August of 2011. The site includes plans for a 12-screen multiplex theater; 115-room hotel and 163,000 square feet of retail space.

To help mitigate traffic concerns, and to encourage the use of public transit to and from the shopping center, a condition of permit for development requires that OTO Development Corporation install a bus shelter at or near the shopping center site.

A 13-foot Tolar bus shelter with bench seating, trash receptacle and lighting will be installed by the developer on the west side of Gasser Drive in the southbound direction just south of New Hartle Court. The grant of easement to NCTPA by the property owner, the Peter A. and Vernice H. Gasser Foundation, is necessary before the bus shelter can be installed.

COMMITTEE RECOMMENDATION

None.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No

CEQA REQUIREMENTS

The Developer conducted all appropriate environmental reviews prior to approval of its project by the City of Napa. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

Construction of a 15-acre site on Gasser Drive by OTO Development Corporation began in August of 2011. The site includes plans for a 12-screen multiplex theater; 115-room hotel and 163,000 square feet of retail space.

To help mitigate traffic concerns, and to encourage the use of public transit to and from the shopping center, a condition of permit for development requires that OTO Development Corporation install a bus stop and bus shelter on the shopping center site.

A 13-foot Tolar shelter with bench seating and solar lighting will be installed by OTO Corporation on the west side of Gasser Dr. in the southbound direction just south of New Hartle Court.

A grant of easement has been issued by the Gasser Foundation to NCTPA for the sole purpose of locating a bus stop and bus shelter on the shopping center site. The legal description and plan can be seen in Exhibit "A" (Attachment 1) included in this report.

Once installed, the bus shelter will be the property of NCTPA and will be managed and maintained by the NCTPA service contract provider, currently Veolia Transportation.

SUPPORTING DOCUMENTS

- Attachments (1) Grant of Easement
 (2) Certificate of Acceptance

Recorded at the Request of:
Napa County

When Recorded Return To:

Napa County Planning and Transportation Agency
707 Randolph Street, Suite 100
Napa, CA 94559
No Tax Due Exempt Transfer Rev & Tax Code § 11922
Exempt from recording fee: Gov. Code § 27383

**GRANT OF PERMANENT BUS SHELTER EASEMENT
AND COVENANTS RELATING THERETO**

Portion of APN: 046-691-011

THIS GRANT OF EASEMENT dated as of _____, 2012, by the Peter A. and Vernice H. Gasser Foundation ("Grantor") to the Napa County Transportation Planning Agency, a Joint Powers Agency of the State of California ("Grantee") is made in order to provide a bus shelter and supporting street furniture ("Bus Shelter").

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a Permanent Easement ("Easement") over, under and along that certain real property situated in the City of Napa, County of Napa, State of California, described in Exhibit A attached hereto ("Servient Tenement"), the boundaries of which are shown in Exhibit B attached hereto ("Easement Area").
2. Grantor reserves for itself and its heirs and assigns, the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted.
3. No buildings or other structures shall be erected within the Easement Area. No activity shall be undertaken or allowed nor shall any right of passage be permitted across the Easement Area that will interfere in any manner with the use of the Easement Area for the purposes of a Bus Shelter, including but not limited to commercial and industrial activities; dumping of trash, garbage, compost, landscape pruning or other unsightly or hazardous material within the Easement Area;; filling, excavating, mining or drilling, of any kind, nor any change in the topography of the land in any manner within the Easement Area.
4. Grantee will assume the liability inherent with the use the Easement Area and will defend, indemnify and hold Grantor harmless from and against any and all actions, claims, damages, or expenses that may be asserted by any third party arising out of the use of the

Easement under this Grant of Easement and Covenant, except where the action, claim, damage or expense asserted by the third person results from the negligence or willful misconduct of Grantor [or its officers, employees, lessees, licenses, invitees, or agents]. Notwithstanding anything herein, Grantor [and its officers, employees and agents] is/are not relieved of any other liability or responsibility imposed by law or equity with respect to other liabilities, damages, personal injury or death resulting from or in any manner connected with Grantor's [and its officers, employees, lessees, licenses and agents'] acts or omissions or use of its property or the Easement, nor shall any other obligation be imposed on Grantee which is not expressly contained in this Agreement.

5. Grantor and Grantee, for themselves, their heirs, successors and assigns, mutually agree that this Easement, and the terms and covenants herein, shall constitute a servitude upon the Servient Tenement which results from the restrictions imposed by this instrument upon the use of the Easement Area, and the provisions hereof shall run with and, in accordance with their nature or effect, benefit or burden the Servient Tenement.

6. If circumstances arise under which an amendment or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that any such amendment shall be consistent with the purposes of a public roadway. Any such amendment shall be recorded in the Office of the Napa County Recorder in order to provide notice thereof.

IN WITNESS WHEREOF, Grantor has executed and acknowledged this Grant as of the day and year first above written, and Grantee, as of the date set forth next to its signature, has accepted the grant of Easement made by this Grant.

GRANTOR:

GRANTEE:

Joseph G. Peatman

Napa County Transportation Planning
Agency, a Joint Powers Agency of the
State of California

APPROVED AS TO FORM:

By:

CERTIFICATE OF ACCEPTANCE

BUS SHELTER EASEMENT DEED

Pursuant to California Government Code Section _____, this is to certify that the interest in real property granted by the Bus Shelter Easement Deed from the Gasser Foundation, by devise, to the Napa County Transportation Planning Agency, a Joint Powers Agency of the State of California, is hereby accepted by order of the _____ on _____ and the Grantee consents to the recordation thereof by its duly authorized officer.

Date: _____

State of California

Signature: Chair of the Board

Attest: NCTPA Board Secretary

Approved as to Form: Legal Counsel

County of Napa



July 18, 2012
NCTPA Agenda Item 9.5
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634/ Email: kmiller@nctpa.net
SUBJECT: Request for Qualifications (RFQ) for On-Call Planning Services

RECOMMENDATION

That the NCTPA Board approve the release of the RFQ for On-Call Planning Services authorizing the Executive Director to: (1) issue an RFQ and (2) designate selected consultants to be considered for future on-call planning services for all or any of the services outlined in the RFQ.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

From time to time, NCTPA has the need to hire outside services to prepare plans, provide design services, implement surveys, and provide modeling services. Approval of this request would establish a pool of qualified consultants for an array of technical services. Selecting multiple consultants will streamline the RFP process when services are needed while maintaining the integrity of the procurement process and adhering to all federal, state, and local procurement requirements. Selecting multiple consultants within a given area will also ensure that future planning procurements remain price competitive.

FISCAL IMPACT

Is there a Fiscal Impact? No.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in

either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

Staff is requesting authorization to issue a RFQ for On-Call Planning Services. NCTPA staff requires the services of technical consultants when the work scope of is outside the expertise of staff, when tools are not available internally – such as technical modeling tools or refined mapping and graphic technologies, and when staff are tasked with planning and programming projects that are extraordinary to their day to day assignments.

The consultant services to be included in the RFQ include:

- Bike and pedestrian planning
- Service operations planning and service restructuring plans
- Mobility management
- Research and development for specialized plans or programs
- Compliance planning and analysis (Title VI, Environmental Justice, etc.)
- Travel demand modeling (including estimates of future year transit patronage)
- Traffic studies using simulation models or other traffic engineering activities
- Capital Planning
- Environmental Planning
- Short and Long Range plan development (including community planning and outreach)
- Intelligent Transportation Systems Planning and Design
- Information Technology Planning and Architecture
- General transportation planning related tasks
- Surveying (transit and other)
- Training (planning, compliance, fixed route, and ADA client needs)
- Financial management
- Project Management
- Program Management
- Land Use Planning

KEY RFP DATES

Issue Date:	July 25, 2012
Pre-proposal Conference	August 8, 2012
Deadline for Submitting Written Questions:	August 13, 2012
Answers to Written Questions Posted:	August 17, 2012
Deadline for Proposal Submittal:	August 27, 2012
Final Selection:	September 7, 2012
Award Contract:	September 19, 2012

SUPPORTING DOCUMENTS

Attachment: (1) RFQ Draft Scope of Work

REQUEST FOR QUALIFICATIONS

To provide
On-Call Planning Services
(RFQ #2012-XX)

Dear Proposers,

The Napa County Transportation and Planning Agency (NCTPA) is issuing a Request for Qualifications (RFQ) for On-Call Planning Services. NCTPA invites firms or individuals qualified 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 NCTPA office at (707) 259-8636 or download the document in PDF format from our website www.nctpa.net. All inquiries pertaining to this RFQ should be emailed to Lawrence E. Gawell, Chief, Procurement & Compliance Officer at the following email address: lgawell@nctpa.net no later than **2:00 PM (PDT), August 12, 2012**. Response(s) to all questions submitted by the deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal conference will also be posted on the NCTPA website not later than August 17, 2012: <http://XXX.XXX.XXX>. The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFQ #2012-XX On-Call August 27, 2012 Planning Services".

Proposals must be received no later than **2:00 PM (PDT), on August 27, 2012**. Late proposals will not be considered.

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

Mr. Lawrence E. Gawell
Chief, Procurement & Compliance Officer
Napa County Transportation and Planning Agency
707 Randolph Street, Suite 100
Napa, California 94559-2912

All correspondence and transmittals should be complete, sealed, and clearly marked as "**Proposal Submittal, RFQ#2012-XX**" and should indicate the date and time of RFQ closing. The proposer must submit an original proposal and 6 copies (7 in total).

We look forward to receiving a proposal from your firm.

Sincerely,

Lawrence E. Gawell
Chief, Procurement & Compliance Officer

DRAFT

REQUEST FOR QUALIFICATIONS

To provide
On-Call Planning Services

(RFQ #2012-XX)

Issued by:

Napa County Transportation & Planning Agency

Friday, July 25, 2012

RESPONSES DUE:

2:00 PM (PDT) Monday, August 27, 2012)

at the

Napa County Transportation & Planning Agency
707 Randolph St., Suite 100
Napa, CA 94559

Release of RFQ authorized by:

Kate Miller, NCTPA Executive Director, Date

Lawrence E. Gawell, Chief, Procurement & Compliance Officer Date

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PROCUREMENT SCHEDULE

KEY RFQ DATES

Issue Date:	July 25, 2012
Pre-proposal Conference	August 8, 2012
Deadline for Submitting Written Questions:	August 13, 2012
Answers to Written Questions Posted:	August 17, 2012
Deadline for Proposal Submittal:	August 27, 2012
Final Selection:	September 7, 2012
Award Contract:	September 19, 2012

Request for Qualifications (RFQ #2012-XXX)

On-Call Planning Services In Napa County

SECTION 1 – INTRODUCTION

The Napa County Transportation and Planning Agency (NCTPA) is a joint powers authority established in June of 1998 with members including the cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville, and the County of Napa. The work activities of NCTPA 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).

NCTPA 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. NCTPA 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. NCTPA 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.

It is NCTPA's intent to establish a list of qualified firms for On-Call Planning Services. Contract will be awarded on September 19, 2012 for a period not to exceed three (3) years. Prospective proposers may choose to form a team with sub-proposers for the purposes of submitting a proposal. However, if selected, NCTPA reserves the right to request substitutions of particular subproposers.

A detailed scope of work, budget, and schedule will be developed for specific task orders to be issued by NCTPA for individual projects. All documents and reports shall be submitted to NCTPA 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 NCTPA.

Proposers will provide services as described in the detailed Scope of Work issued by NCTPA, and will be responsible for all aspects of coordination and management of planning and design activities. Proposers will work under the direction of NCTPA's designated project manager, and will coordinate activities with NCTPA 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 2 - INSTRUCTIONS TO PROPOSERS

A. Pre-Proposal Conference

A pre-proposal conference will be held on July 25, 2012 at 11:00 PM (PDT) at the NCTPA offices located at 707 Randolph St., Suite 100, Napa, CA 94559. All prospective proposers are strongly encouraged to attend.

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 Lawrence E. Gawell, Procurement Officer, at the following email address: lgawell@nctpa.net no later than 2:00 PM (PDT), August 14, 2012. Response to all questions submitted by the August 14, 2012 deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal discussed above, and will also be posted on the NCTPA website: www.nctpa.net. The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFQ No. 20012-XXOn-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 NCTPA 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:

. Lawrence E. Gawell
Chief, Procurement & Compliance Officer
Napa County Transportation and Planning Agency
707 Randolph Street, Suite 100
Napa, California 94559-2912

The proposer shall submit seven (1 original plus 6 copies for a total of 7) hard

copies and one (1) electronic CD copy in PDF format 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-NCTPA RFQ No. 2012-XX"

Proposals must be received no later than **2:00 PM (PDT), on August 27, 2012**. 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 consultant on the grounds that NCTPA 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 bid protest alleging improprieties in a solicitation process or in solicitation documents must be filed not later than five working days prior to the scheduled bid (RFQ?) opening or deadline for submittal or proposals, as appropriate, in order to be considered by NCTPA. Any protest based on such grounds not filed within this period will not be considered by NCTPA.
2. Any protests regarding the evaluation of bids or proposals by NCTPA, or improprieties involving the approval or award or proposed approval or award of a contract must be filed with NCTPA no later than 72 hours after the protestor's receipt of NCTPA'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 NCTPA.

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 officer a written request for withdrawal signed by, or on behalf of, the proposer.

F. Rights of NCTPA

This RFQ does not commit NCTPA to enter into a contract, nor does it obligate NCTPA to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract.

NCTPA 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.

NCTPA 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 subproposers.
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 either cost plus fixed fee or fixed price compensation.

Proposers shall be prepared to accept the terms and conditions of NCTPA's standard form contract included as ATTACHMENT C (NCTPA 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 NCTPA, at its sole discretion, to be unacceptable and NCTPA will proceed with negotiations with the next highest ranked firm. See Section 8 Award.

Members of the Evaluation Selection and Recommendation Committee (ESRC) consist of [to be determined] and Lawrence E. Gawell, Chief Procurement & Compliance Officer.

SECTION 3 - 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. Seven (1 original plus 6 for a total of 7) hard copies and one (1) electronic CD copy in PDF format of your RFQ submittal are due at NCTPA offices no later than the time and date specified in Section 2. 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 tabloid-sized (11" x 17") pages. General information form, transmittal letter and resumes are excluded from the total page count. Resumes should be limited to no more than two (2) pages in length. Each tabloid-size page is considered one 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
- PROJECT UNDERSTANDING
- STAFFING AND PROJECT ORGANIZATION
- COST/PRICING INFORMATION
- 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 90-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 consultant selection process. The letter should state a list of the planning disciplines for which the proposer is interested in being considered by NCTPA.

Address the cover letter as follows:

Lawrence E. Gawell
Chief, Procurement & Compliance Officer
Napa County Transportation and Planning Agency
707 Randolph Street, Suite 100
Napa, California 94559-2912

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 page description of any previous 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 NCTPA 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 the 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 (ATTACHMENT F): Proposer shall submit a labor rate schedule form that will be used for the entire 3-year contract period. 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 consultant has taken to ATTACHMENT C – NCTPA Sample Professional Service Agreement.

10. APPENDICES

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

SECTION 4 - 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 NCTPA with On-Call Planning Services. NCTPA may require assistance in the areas of planning, design, program and project management, modeling, and other related services as needs arise.

SECTION 5 - REQUIRED QUALIFICATIONS

The NCTPA 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 consultant team member.

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 NCTPA, as appropriate.

List of Potential Work Disciplines:

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

SECTION 6 - PROPOSAL SELECTION AND PROCESS DATES

Issue Date:	July 25, 2012
Pre-proposal Conference	August 8, 2012
Deadline for Submitting Written Questions:	August 13, 2012
Answers to Written Questions Posted:	August 17, 2012
Deadline for Proposal Submittal:	August 27, 2012
Final Selection:	September 7, 2012
Award Contract:	September 19, 2012

SECTION 7 - EVALUATION AND SELECTION

A. EVALUATION CRITERIA

The Evaluation Selection Recommendation Committee (ESRC), which may be made up of staff from NCTPA, 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 rank 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 subconsultants; 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

NCTPA'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 NCTPA'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, NCTPA may, at its discretion, hold interviews with the top ranked proposers. The interviews will likely take place the week of September 2, 2012. 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. NCTPA reserves the right to award a contract based solely on written proposals and not conduct oral interviews.

SECTION 8 - AWARD

In accordance with NCTPA'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, NCTPA may request a task-specified proposal from two or more qualified consultants from the list. Based on evaluation of the submitted task-specific proposal, the proposer most advantageous to NCTPA will be selected. Negotiations will be conducted for the extent of services to be rendered and for the method of compensation. NCTPA reserves the right to award its total requirement among the selected firms or to initiate a new procurement as NCTPA may deem in its best interest.

SECTION 9 - 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 NCTPA 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 10 - LEVINE ACT

Proposers will be required to disclose on the record any contribution of more than \$250 which they have made to an NCTPA 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 NCTPA Procurement Officer, Larry Galwell. This information will need to be provided before the NCTPA can approve any contract.

SECTION 11 - NCTPA DBE/UDBE REQUIREMENTS

NCTPA has adopted a Disadvantage Business Enterprise (DBE) Policy, pursuant to which the NCTPA encourages all prime consultants to utilize qualified DBE sub consultants on NCTPA projects, NCTPA 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, NCTPA seeks the utilization of qualified DBEs when such DBEs are available. All prime consultants are required to report on DBE usage during the term of each contract. For instructions and forms, see ATTACHMENT E, E-1, E-2, E-3.

For purposes of NCTPA'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 NCTPA's DBE Policy conflicts with any Federal, State or other funding source's programs, policies, regulations or requirements, NCTPA shall make the DBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. NCTPA's DBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

The NCTPA goals for professional services are ____ for DBE.

SECTION 12 - INDEMNIFICATION AND INSURANCE REQUIREMENTS

Insurance requirements for this project are set forth in ATTACHMENT C, NCTPA 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 Lawrence E. Gawell, Chief, Procurement & Compliance Officer, at the following email address: lgawell@nctpa.net not later than 2:00 PM (PDT), August 13, 2012. Response to all questions submitted by the August 17, 2012 deadline that may have a material impact on the proposal will be provided to all attendees of the pre-proposal meeting discussed above, and will also be posted on the NCTPA website: www.nctpa.net. The subject line for questions submitted in writing should include reference to: "Questions – NCTPA RFQ No. 2012-xxOn-Call Planning Services".

Proposals must be received not later than **2:00 PM (PDT), on August 27, 2012**. Late proposals will not be considered.

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

Lawrence E. Gawell
Chief, Procurement & Compliance Officer
Napa County Transportation and Planning Agency
707 Randolph Street, Suite 100
Napa, California 94559-2912

Attachments

ATTACHMENT A

SCOPE OF WORK

On behalf of NCTPA, the agency is seeking to identify a list of qualified proposers to provide services related to the list below:

- Bike and pedestrian planning.
- Transit service operations planning and service restructuring plans.
- Mobility management.
- Research and development for specialized plans or programs.
- Compliance planning and analysis (Title VI, Environmental Justice, etc.).
- Travel demand modeling (including estimates of future year transit patronage).
- Traffic studies using simulation models or other traffic engineering activities.
- Capital planning.
- Environmental planning.
- Short and long range plan development (including community planning and outreach).
- Intelligent transportation systems planning and design.
- Information technology planning and architecture.
- General transportation planning related tasks.
- Surveying (transit and other).
- Training (planning, compliance, fixed route, and ADA client needs).
- Financial management.
- Project management.
- Program management.
- Land use planning.

OTHER CONSIDERATIONS

1. The proposer will be available by phone or in person to be designated NCTPA 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 Firm :

Date:

Street Address:

Telephone Number:

City/State/Zip:

Firm's Fax Number:

NCTPA DBE ☐

NCTPA LBE ☐

DBE ☐

UDBE ☐

None ☐

Type of Organization:

(Corporation, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Project Manager:

Name, Title, and Phone Number of Person Project Correspondence should be directed to:

Consultant Work Discipline: Project Delivery Team ☐ Individual Firm ☐

Sub Proposer Information

Firm Name(s) Address

Contact Name/Phone Number

Email

NCTPA DBE ☐

DBE ☐

UDBE ☐

None ☐

Signature, Name and Title of Person Signing

ATTACHMENT C

NCTPA SAMPLE PROFESSIONAL SERVICE AGREEMENT

Please refer to our website at www.nctpa.net for Professional Service Agreement.

DRAFT

ATTACHMENT D

FEDERAL REQUIRED CONTRACT CLAUSES

Please refer to our website at www.nctpa.net 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.							
2. Buy America	>\$100,000		>\$100,000			>\$100,000	
3. Charter Bus and School Bus		X					
4. Cargo Preference - Required for all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.							
5. Seismic Safety			New Bldg				
6. Energy Conservation	X	X	X	X	X	X	X
7. Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
8. Bus Testing	X	Turnkey					
9. Pre-Award and Post-Delivery Audit	X	Turnkey					
10. Lobbying	X	X					
11. Access to Records and Reports	>\$100,000	>\$100,000	>\$100,000	>\$100,000		>\$100,000	>\$100,000
12. Federal Changes		X	X	X	X	X	X
13. Bonding	X	X	X	X	X	X	X
14. Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
15. Recycled Products	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000	* >\$10,000
16. Davis Bacon and Copeland Anti-Kickback Acts			>\$2,000				
17. Contract Work Hours and Safety Standards Act			>\$100,000				
19. No Government Obligation to Third Parties	X	X	X	X	X	X	X
20. Program Fraud and False or Fraudulent Statements and Related Acts	X	X	X	X	X	X	X
21. Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
22. Government-wide Debarment and Suspension (Nonprocurement)	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
23. Privacy Act	X	X	X	X	X	X	X
24. Civil Rights	X	X	X	X	X	X	X
25. Breaches and Dispute Resolution	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
26. Patent and Rights in Data					X		
27. Transit Employee Protective Agreements		X					
28. Disadvantaged Business Enterprise (DBE)	X	X	X	X	X	X	X
30. Incorporation of Federal Transit Administration Terms	X	X	X	X	X	X	X
31. Drug and Alcohol Testing		X					

* Procurement of items designated by EPA - 40CFR247

January 2007

RASTO:Procurement;ProceduresFTA Required Clauses Chart.xlsorms

ATTACHMENT E

CALTRANS DBE/ UDBE REQUIREMENTS

- ☐ NCTPA has established a Disadvantage Business enterprise goal for this Agreement of _____%

OR

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

OR

- ☐ NCTPA has established an Underutilized DBE goal for this Agreement of _____%.

OR

- ☐ NCTPA has not established an Underutilized DBE goal for this Agreement. However, Contractor is encouraged to obtain UDBE 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 and UDBEs have opportunity to participate in the Contract (49 CFR 26).
- C. Make work available to Underutilized Disadvantaged Business Enterprises (UDBE) and select work parts consistent with available UDBE sub-Contractors.
- D. Meet the specified UDBE participation goal or demonstrate that adequate good faith efforts were made to meet this goal; or if there is no specified UDBE goal use good faith efforts for participation.
- E. Verify that the UDBE firm is certified as DBE. For a list of certified DBEs, follow the link http://www.dot.ca.gov/hq/bep/find_certified.htm for access to the CUCP database. There is no specific certification for UDBE firms; however the

CPUC database breaks down DBE firms by gender and ethnicity to facilitate locating UDBE firms.

- F. UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:
 - 1. Black Americans,
 - 2. Native Americans,
 - 3. Asian-Pacific Americans,
 - 4. Women.
- G. References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.
- H. Contractor is responsible to be fully informed regarding the requirements of 49 CFR Part 26 and Caltrans DBE and UDBE programs.

2. SUBMISSION OF UDBE AND DBE COMPLIANCE DOCUMENTATION

- A. If there is a UDBE goal on the contract, a "Local Agency Bidder/Proposer-UDBE Commitment (Service Contract)" (Attachment E-1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. When selected, the Contractor will complete and sign all requested UDBE forms. If the goal is not met, the proposer must document adequate good faith efforts. (Attachment E-3) Only UDBE participation will be counted towards the UDBE contract goal; however, all DBE participation shall be collected and reported.
- B. If there is a DBE goal for the Contract, a "Local Agency Proposer -DBE – Information (Consultant Contract)" (Attachment E-2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.
- C. The information provided on the form should include with names, addresses and phone numbers of DBE firms (including UDBE firms) 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-consultants 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 firm 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 UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subContractors, subContractors, suppliers or trucking companies.
 - 3. The proposer made adequate good faith efforts to meet the goal.
- D. 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.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm 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.
- F. 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.
- G. A prime consultant 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 subconsultants.

4. MATERIALS OR SUPPLIES PURCHASED FROM DBE'S COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE 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 firm 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 firm

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 firm 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. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE 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, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, 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 UDBE 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 firm, 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 firm, 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 D, 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 firm 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 NCTPA 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 NCTPA.

8. DBE CERTIFICATION AND DE-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 NCTPA within 30 days.

DRAFT

Attachment E-1 Local Agency Proposer UDBE Commitment (Service Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

CONTRACT GOAL: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

[illegible]

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share:

Proposal Award Date: _____

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

Print Name _____ Signature _____ Date _____
Local Agency Representative _____

(Area Code) Telephone Number:

Total Claimed Participation

\$

%

Signature of Proposer

Date _____

(Area Code) Tel. No.

For Caltrans Review:

Print Name _____ Signature _____ Date _____
Caltrans District Local Assistance Engineer

Local Agency Bidder - UDBE Commitment (Rev 3/09)

**INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT
(SERVICE CONTRACTS) (Revised 03/09)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

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

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Attachment E-1 must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, 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 award. 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 Local Agency Proposer DBE Information (Service Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

[illegible]

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name _____ Signature _____ Date _____
Local Agency Representative _____

(Area Code) Telephone Number: _____

For Caltrans Review:

Print Name _____ Signature _____ Date _____
Caltrans District Local Assistance Engineer

Total Claimed
Participation

\$ _____

%

Signature of Proposer

Date _____

(Area Code) Tel. No.

Local Agency Bidder - DBE Commitment(Rev 3/09)

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(SERVICE CONTRACTS) (Revised 03/09)

SUCCESSFUL PROPOSER:

The form requires specific information regarding the service 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 consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime contractor's and subcontractors' certification numbers. The prime contractor shall indicate all work to be performed by DBEs including, if the prime contractor 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 firms.

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-3 UDBE Information – Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

NCTPA established an Under-utilized Disadvantaged Business Enterprise (UDBE) 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 – UDBE Commitment” form indicates that the bidder has met the UDBE 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 UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE 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 UDBE Commitment” of the Special Provisions:

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

Publications

Dates of Advertisement

Publications	Dates of Advertisement

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

Names of UDBEs
Solicited

Date of Initial
Solicitation

Follow Up Methods
and Dates

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE 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 UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE 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 UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

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

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

- E. Efforts made to assist interested UDBEs 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 UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE 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 UDBE 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.

DRAFT

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 work 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.

DRAFT



July 18, 2012
NCTPA Agenda Item 9.6
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Lawrence E. Gawell, Program Manager-Chief Procurement and Compliance Officer
(707) 259-8636 / Email: lgawell@nctpa.net
SUBJECT: Approval of Agreement with Dyett and Bhatia, Urban and Regional Planners

RECOMMENDATION

That the NCTPA Board authorize the Executive Director to execute an agreement (Attachment 1) with the firm of Dyett and Bhatia, Urban and Regional Planners, in an amount not to exceed \$297,544 for professional services for the Community-Based SR29 Gateway Corridor Improvement Plan Study.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The NCTPA issued RFP #2012-01 on April 12, 2012 requesting professional services for the Community-Based SR29 Gateway Corridor Improvement Plan Study. This study is funded by a CalTrans Planning Grant. In response to the request for proposals, seven (7) replies were received. The proposals were evaluated by a panel of six evaluators using a qualifications based method of procurement. Dyett and Bhatia was selected as the top ranked firm by the evaluation panel.

PROCEDURAL REQUIREMENTS

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

FINANCIAL IMPACT

Is there a fiscal impact? Yes.

Is it currently budgeted? Yes. CalTrans Planning Grant Agreement No. 04A3869.

Is it Mandatory or Discretionary? Discretionary

Consequences if not approved: NCTPA will lose funding for this important study.

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

The NCTPA issued RFP #2012-01 on April 12, 2012 requesting professional services for the Community-Based SR29 Gateway Corridor Improvement Plan Study. The SR29 study is funded by CalTrans Agreement No. 04A3869 in the amount of \$300,000. The request for proposals was advertised on the NCTPA web site and in the local newspapers of general circulation. In response to the advertisements, seven (7) proposals were received. The proposals were evaluated by a panel of six evaluators using a qualifications based method of procurement. Evaluators from the County of Napa, the City of American Canyon, the City of Napa, and NCTPA staff constituted the evaluation panel. After an initial short listing of proposals, oral presentations were given by the top three ranked firms. The proposal from the firm of Dyett and Bhatia was scored as the highest ranked proposal by the evaluation panel. Dyett and Bhatia is a San Francisco based firm whose team of experts included subcontractors Fehr & Peers, Economic & Planning Systems (EPS), Bottomley Associates Design & Planning, and BKF Engineers Inc. Dyett and Bhatia is a certified DBE and it has proposed that 47% of this contract will be DBE participation.

Eliot Hurwitz is the NCTPA Project Manager for this study.

SUPPORTING DOCUMENTS

Attachment: (1) Draft Agreement with Dyett and Bhatia, Urban and Regional Planners

DRAFT

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

AGREEMENT NO. NCTPA

THIS AGREEMENT is made and entered into as of this day of July, 2012, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and Dyett & Bhatia, Urban and Regional Planners whose mailing address is Suite 400, 755 Sansome Street, San Francisco, CA 94111, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCTPA wishes to obtain specialized services in order to prepare and complete the SR29 Gateway Corridor Improvement Plan Study as described in the scope services contained in NCTPA's Request for Proposals No. 2012-01, dated April 12, 2012, attached hereto as Exhibit A; and

WHEREAS, NCTPA has authorized the NCTPA Executive Director to enter into a contract for services at its July, 18, 2012 meeting; and

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

TERMS

NOW, THEREFORE, NCTPA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCTPA 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 January 31, 2014 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 NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention".

CONTRACTOR shall begin work after receipt of a Notice to Proceed from NCTPA. CONTRACTOR shall thereupon work diligently and continuously to provide all required services and activities described herein.

2. Scope of Services.

(a) CONTRACTOR shall provide NCTPA with services as directed by NCTPA in accordance with the terms of RFP 2012-01 and the terms and provisions of this Master Agreement.

(b) Under this Master Agreement, NCTPA shall have the right, at its sole and absolute discretion, to issue project specific Project Work Orders to CONTRACTOR.

(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 RFP.

(d) The parties agree that any provisions 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 and completion of the entire promised work, NCTPA shall pay CONTRACTOR compensation 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 NCTPA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum cumulative payments under this Agreement shall be a total of \$297,544.00 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 and received.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NCTPA of an itemized billing invoice in a form acceptable to CalTrans and the NCTPA 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 NCTPA Accounts Payable who, after review and approval as to form and content, shall submit the invoice to the NCTPA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NCTPA 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 NCTPA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NCTPA 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, NCTPA 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 NCTPA may monitor the work performed by CONTRACTOR. NCTPA 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, NCTPA, in addition to any other rights or remedies which NCTPA 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 NCTPA with certification of all such coverage's upon request by NCTPA's Manager of Procurement.

(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 NCTPA's Manager of Procurement, demonstrated by other evidence of coverage acceptable to NCTPA's Manager of Procurement, which shall be filed by CONTRACTOR with NCTPA's Manager of Procurement prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NCTPA 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 NCTPA, 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 NCTPA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCTPA with respect to any insurance or self-insurance programs maintained by NCTPA.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCTPA's Manager of Procurement, which approval shall not be denied unless the NCTPA's Manager of Procurement

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 NCTPA's Manager of Procurement 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 NCTPA, 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 NCTPA and the officers, agents, employees and volunteers of NCTPA 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 NCTPA 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 NCTPA 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). NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NCTPA 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. NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA.

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 NCTPA, the property of and shall be promptly returned to NCTPA, 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 NCTPA 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 NCTPA for damages sustained by NCTPA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NCTPA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NCTPA 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.

NCTPA
Catherine Miller
Executive Director
707 Randolph Street, Suite 100
Napa, CA. 94559-2912

CONTRACTOR
Matt Taecker, AICP
Principal, Dyett & Bhatia
Suite 400, 755 Sansome St.
San Francisco, CA 94111

15. **Compliance with NCTPA 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 NCTPA 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 NCTPA employees or contractors.

(a) NCTPA Policy for Maintaining a Harassment Free Work Environment effective June 18, 2008.

(b) NCTPA Drug and Alcohol Policy adopted by resolution of the Board of Directors on July 25, 2008.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NCTPA computer network shall sign and have on file with NCTPA prior to receiving such access the certification attached to said Policy.

(d) NCTPA System Safety Program Plan adopted by resolution of the Board of Directors on July 25, 2008.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NCTPA'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 NCTPA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCTPA 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 NCTPA.

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 NCTPA. 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 NCTPA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NCTPA 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 NCTPA, 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. In the event of conflict in the Contract documents or in the interpretation of documents, the parties agree that the interpretation which benefits NCTPA will prevail.

(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, 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 NCTPA by the State of California pursuant to Agreement between NCTPA 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 NCTPA 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 Exhibit C 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 Exhibit C, attached hereto and incorporated herein by reference.

(e) Federal Changes - CONTRACTOR shall at all times comply with all applicable FTA & CalTrans regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Exhibit C hereto and the Master Agreement (MA) between NCTPA 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 Governmental Obligation

1. NCTPA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government or CalTrans in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government or CalTrans, the Federal Government and/or CalTrans is not a party to this contract and shall not be subject to any obligations or liabilities to the NCTPA, 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 agency's goal for DBE participation is 2.2%. If applicable, CONTRACTOR shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in RFP 2012-01.

(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 as amended, 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 NCTPA requests which would cause NCTPA 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 NCTPA 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 NCTPA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NCTPA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NCTPA, 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 NCTPA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONTRACTOR and NCTPA 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 NCTPA 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 NCTPA 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 NCTPA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NCTPA may terminate this Agreement immediately upon giving written notice without further obligation by NCTPA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCTPA 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 NCTPA 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 NCTPA'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 NCTPA from publishing or otherwise distributing applications and information regarding NCTPA 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.

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

"NCTPA"

"CONTRACTOR"

Dyett & Bhatia, Urban and Regional
Planners

By _____
Catherine Miller, Executive Director

By _____
Matt Taecker, AICP, Principal

ATTEST:

By _____
Karalyn E. Sanderlin, Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
NCTPA Counsel

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 NCTPA Executive Director or a designates 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 NCTPA, 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 NCTPA or any agency that provides NCTPA 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 NCTPA, 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. PATENT AND RIGHTS IN DATA

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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 County Transportation and Planning Agency to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 10 percent has been established for this contract. The bidder/offeror 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/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) 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 NCTPA. 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 NCTPA. This clause applies to both DBE and non-DBE subcontracts.

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

1. A finding of material breach of contract
2. Suspension of payment of invoices
3. Bringing to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

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

8. 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 4220.1E 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 NCTPA requests which would cause NCTPA 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)

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 NCTPA and understands and agrees that NCTPA 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 NCTPA and the officers, agents, employees and volunteers of NCTPA 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 NCTPA or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NCTPA is solely limited to reimbursing NCTPA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NCTPA 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 NCTPA, 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 NCTPA 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.

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 NCTPA, 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 to the provisions.

ATTACHMENT E-2

Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

[illegible]**For Local Agency to Complete:**

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name	Signature	Date
Local Agency Representative		

(Area Code) Telephone Number:

For Caltrans Review:

Print Name _____ Signature _____ Date _____
Caltrans District Local Assistance Engineer

Total Claimed
Participation

\$

%

Signature of Proposer

Date _____

(Area Code) Tel. No.

Local Agency Bidder - DBE Commitment(Rev 3/09)

ATTACHMENT E-3

UDBE Information – Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

NCTPA established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 3.41% 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 – UDBE Commitment” form indicates that the bidder has met the UDBE 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 UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE 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 UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE 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 UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

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

- C. The items of work which the bidder made available to UDBE 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 UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally	Breakdown of	Amount(\$)	Percentag
NCTPA/Form Master PSA 10-10		21		

Performs Item
(Y/N)

Items

e
Of
Contract

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

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

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

E. Efforts made to assist interested UDBEs 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 UDBEs:

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE 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 UDBE 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.



July 18, 2012
NCTPA Agenda Item 9.7
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Lawrence E. Gawell, Program Manager – Chief Procurement & Compliance Officer
(707) 259-8636 / Email: lgawell@nctpa.net
SUBJECT: Approval of Work Authorization No. 4 of the Professional Services Agreement No. 10-23 with Mark Thomas & Company for Engineering and Design Support Work on the Hub Signage Project

RECOMMENDATION

That the NCTPA Board authorize the Executive Director to execute, and make minor modifications to, a Work Authorization No. 4 (Attachment 1) of the Professional Services Agreement No. 10-23 with Mark Thomas & Company in the amount not to exceed \$69,225 for engineering and design support work to be performed for the Hub Signage Project.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The Hub Signage Program is a program for wayfinding and real time signage at the Soscol Gateway Transit Center that is separately funded by MTC. A concept plan, construction documents and drawings need to be prepared so that the signage can be put out for bid. Mark Thomas and Company is the on-call engineer under contract with NCTPA to provide these types of services. This will be work authorization number 4 under the terms of the on-call engineering contract.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? Yes.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: Wayfinding and digital signage at the Soscot Gateway Transit Center would be delayed or eliminated.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action, which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

The Hub Signage Program is a part of the MTC Transit Connectivity Plan (TCP) that implements wayfinding signage, in-transit information displays, and real-time transit information displays at 24 regional hubs across the Bay Area. The goal of the program is to create a more customer-oriented transit system that supports the needs of patrons, especially those using more than one transit provider. MTC has agreed to provide \$263,000 in funding for wayfinding and real time signage at the Soscot Gateway Transit Center. A concept plan, construction documents and drawings need to be prepared so that the signage can be put out for bid. Mark Thomas and Company is the on-call engineer under contract with NCTPA to provide these types of services. This will be work authorization number 4 under the terms of the on-call engineering contract.

Diana Meehan is the NCTPA Project Manager for this program.

SUPPORTING DOCUMENTS

Attachment: (1) Work Authorization No. 4 Contract for Professional Engineering Services– Contract 10-23

WORK AUTHORIZATION NO. 4
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section of Professional Service Agreement No. **10-23** (the Contract) entered into by and between the Napa County Transportation and Planning Agency (NCTPA), and Mark Thomas & Co. (the Engineer).

PART I. The Engineer will perform engineering services generally described as Professional Engineering Services necessary to provide NCTPA with On-Call Engineering and Project Delivery services, in accordance with the project description (Scope of Work) attached hereto and made a part of this Work Authorization. The responsibilities of the NCTPA and the Engineer as well as the work schedule are further detailed in Exhibits A, B, and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is **\$69,225.00**, and the method of payment is Labor Rates, as set forth in Exhibit B of the Contract. This amount is based upon fees set forth in Exhibit C, Fee Schedule, of the Contract and the Engineer's estimated Work Authorization costs, attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section(s) 3 thru 4 of the contract, and Exhibit C.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2012, unless extended by a supplemental Work Authorization.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER
Mark Thomas & Company

NCTPA

_____ (Signature)	_____ (Signature)	_____ (Signature)
<u>Sasha Dansky</u> Principal/Division Manager	_____ (Title),	<u>Kate Miller</u> Executive Director
_____ (Date)	_____ (Date)	_____ (Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the NCTPA
Exhibit B	Services to be provided by the Engineer
Exhibit C	Fee Schedule/Budget
Attachment D-1	Local Agency Proposer UDBE Commitment (Services Contracts)
Attachment D-2	Local Agency Proposer DBE Information (Services Contracts)
Attachment D-3	UDBE Information – Good Faith Efforts

EXHIBIT A

SERVICES TO BE PROVIDED BY THE NCTPA

The NCTPA will furnish or assist the Engineer in obtaining the following items and services:

1. Designate a Project Manager to coordinate all aspects of the project with the Engineer.
2. Furnish all available information necessary to perform the work in this contract.
3. Provide ongoing guidance, timely reviews and decisions necessary to complete the services required by this contract.
4. Perform timely review and processing of billing statements.

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Scope of Services: Hub Signage Program services as described in the program scope and fees shown in the letter by Mark Thomas & Company, dated July 5, 2012, attached thereto and incorporated herein NCTPA's – NCTPA: Hub Signage Program Scope of Work document.

Tasks: See attached.

Deliverables: See attached.



MARK THOMAS & COMPANY

Providing Engineering, Surveying & Planning Services

July 5, 2012

CC-10102-B (057)

OFFICES

Cupertino
Fresno
Irvine
Pleasanton
Sacramento
Salinas
San Carlos
San Jose
Walnut Creek

Ms. Diana Meehan
Napa County Transportation & Planning Agency
707 Randolph Street, Suite 100
Napa, CA 94559-2912

**RE: NAPA COUNTY TRANSPORTATION & PLANNING AGENCY ON-CALL
ENGINEERING SERVICES, WORK AUTHORIZATION #4 - HUB SIGNAGE
PROGRAM SCOPE & FEE**

Dear Ms. Meehan:

At your request and as a part of the On-Call Engineering Services contract, Mark Thomas & Company, Inc. (MTCO) has prepared this Work Authorization #4 scope and fee for the Napa County Transportation & Planning Agency (NCTPA) for the Hub Signage Program (HSP) to be implemented with the Soscot Gateway Transit Center in downtown Napa, which is currently under construction. The Hub Signage Program is sponsored by the Metropolitan Transportation Commission and aims to link over 20 major transit hubs within the 9 Bay Area counties by providing similar information and wayfinding signage at each hub location. A detailed scope and fee for completion of the HSP as a part of the On-Call Engineering Services contract is as follows:

HUB SIGNAGE PROGRAM – SCOPE OF WORK

The MTCO team will provide the scope of services as identified in the attached NCTPA: Hub Signage Program Document, except as noted below.

Phase I & Phase II

The MTCO team will provide the services as described without modification.

Phase III

During the construction phase of the project the design team needs to provide design support during construction in order to answer questions and confirm the project is completed to the intended standards set forth in the plans and specifications. As a part of this phase the MTCO team proposes to provide the following services:

- Attend pre-construction meeting with the selected sign contractor and confirm project conditions, specifications, submittal process and schedule
- Review shop drawings, samples and prototypes for compliance with contract documents
- Review contractor Requests for Information (RFI's)
- Conduct a pre-installation walk through with the contractor
- Conduct a punch list walkthrough and prepare a punch list of all items requiring corrections and then back punch the work for final approval

Assumptions and Exclusions**Assumptions**

1. Attendance at a maximum of three (3) meetings during the design phase
2. NCTPA will provide all coordination with the City and County of Napa for "over the counter" approvals
3. NCTPA will determine location of all offsite signs outside of the Transit Center Site
4. Offsite signage consists of five (5) wayfinding kiosks
5. Onsite signage consists of wall mounted Transit Information Displays (TID's), two (2) unlit ceiling mounted displays in the breezeway and a large four sided display near the arbor area

Exclusions

1. Construction management services
2. Development, creation, design or programming of electronic sign content
3. Public Agency presentations or hearings other than to NCTPA staff
4. Multilingual signage
5. Research, specifications or coordination for electronic touchscreen directories
6. Procurement of sign prototypes prior to Phase III
7. Temporary signage design
8. Procurement of signage permits or encroachment permits
9. As-Built Drawings
10. Environmental Permitting
11. Major or minor design review processes by the City or County of Napa

HUB SIGNAGE PROGRAM – FEE ESTIMATE

TASK	BUDGET AMOUNT
<i>Phase I – Concept Plan</i>	
Mark Thomas & Company, Inc.	\$7,500
Kappe+Du	5,000
Matthew Williams Design	7,500
Merrill Morris Partners	1,500
<i>Phase I Subtotal</i>	<i>\$21,500</i>
<i>Phase II – Construction Documents</i>	
Mark Thomas & Company, Inc.	\$12,500
Kappe+Du	11,500
Matthew Williams Design	10,500
Merrill Morris Partners	1,500
<i>Phase II Subtotal</i>	<i>\$36,000</i>
<i>Phase III – Procurement and Installation</i>	
Mark Thomas & Company, Inc.	\$2,500
Kappe+Du	2,500
Matthew Williams Design	4,500
<i>Phase III Subtotal</i>	<i>9,500</i>
5% Sub Consultant Mark Up (<i>not including MTCO</i>)	2,225
TOTAL	\$69,225

Ms. Diana Meehan

Page 3 of 3

July 5, 2012

In order to complete the Hub Signage Program as a part of the On-Call Engineering Services contract, MTCO requests a budget not to exceed fee of **SIXTY NINE THOUSAND TWO HUNDRED AND TWENTY FIVE DOLLARS (\$69,225.00)**. Please feel free to contact me with any questions, comments, or concerns regarding this scope and fee for Work Authorization #4.

Sincerely,

MARK THOMAS & COMPANY, INC.

A handwritten signature in black ink, appearing to read 'Sasha Dansky', with a long, sweeping horizontal line extending to the right.

Sasha Dansky
Principal/Division Manager

Enclosures: NCTPA: Hub Signage Program – Scope of Work

NCTPA: Hub Signage Program

SCOPE OF WORK

Background

This Scope of Work details the work that shall be performed by contractor in the implementation of the Hub Signage Program (HSP) at the Napa Transit Hub(s) providing regional transit connections. The Napa Transit Hub(s) constitutes the new Downtown Regional Transit Terminal with secondary inclusion of the Redwood/Solano Park and Ride regional service node if warranted. The HSP signage consists of wayfinding signage (directional signage and wayfinding kiosks), real time displays, and transit information displays (TIDs) to be addressed in two distinct phases:

Phase I - Concept Plans; and

Phase II - Construction Documents.

All the above work shall be done in accordance with the Regional Transit Hub Signage Program Technical Standards and Guidelines (herein referred to as the "STANDARDS").

I. CONCEPT PLAN

Task 1. Site Analysis

Contractor shall analyze proposed hub access, circulation patterns, and key decision points, documenting findings in two maps (Hub Site Plan and Hub Vicinity Map). Contractor, in consultation with NCTPA staff, shall define the geographic boundary of the hub in the Hub Site Plan and Hub Vicinity Map.

Deliverable #1A: Hub Site Plan

The Hub Site Plan to be prepared by the contractor shall include:

- All intended transit routes internal to the hub, broken out by mode.
- Ingress/egress points and circulation routes within hub by transit (including shuttles), pedestrian, bicycle, and automobile (including taxis).
- Elevators/escalators, main concourse/passenger zone, boarding areas/platforms/bus bays, kiss-and-ride areas, and parking garages/lots.
- Location of Services/Amenities (Ticketing/Fare Machines, Station Agent, Security, Information Services/Transit Information Displays, Real-Time Information Displays, Telephone, Sitting/waiting areas, Vendor kiosks, Bicycle, Parking, Restroom facilities, Food and Beverage Services) and Other (lost and found, etc.).
- Key decision points within hub, identifying any that require hub signage.

NCTPA: Hub Signage Program

Deliverable #1B: Hub Vicinity Map

The Hub Vicinity Map shall include:

- Circulation patterns within the vicinity of the hub using a smaller geographic scale to represent the larger area.
- Paths of travel within the vicinity of the hub by mode (transit, pedestrian, bicycle and automobile).
- Key decision points within the vicinity of the hub by mode, identifying any that require hub signage.

Task 2. Concept Plan

Deliverable #2A: Draft Concept Plan (Provide 6 hard copies in 11" x 17")

Contractor shall use the information developed in Task 1 to create a Concept Plan. The Concept Plan shall:

1. document the different types of signs to be installed and their recommended locations and numbers;
2. contain a draft message schedule containing the draft sign messages based on the location of each sign;
3. include initial design for each type of TIDs panel (e.g., layout, and the appropriate scale and background information); and
4. provide preliminary cost estimates for each sign type and the hub as a whole.

The Concept Plan shall include the following sign types:

- Wayfinding signage. Contractor shall recommend specific typology (directional, station identification, or orientation signage) based on the STANDARDS.
- TIDs. Ideally, TIDs will be installed at each hub entrance/exit or in key locations between services, co-located with real-time information signs.
- Real-time signage. Ideally, real-time information signs will be co-located with TIDs.

Contractor shall prepare a Draft Concept Plan for NCTPA and Metropolitan Transportation Commission review.

NCTPA: Hub Signage Program

Task 3. Review Relevant Plans, Policies, and Regulations and Final Concept Plan.

Deliverable #3A: Final Concept Plan
(Provide 6 hard copies in 11" x 17" format)

Deliverable #3B: Updated PROJECT Schedule

Contractor shall work with the city, county, and other agencies affected by the PROJECT to determine whether any encroachment permits are necessary in order to install the signage. Contractor will adjust the PROJECT schedule to allow for any such permits.

Contractor shall also work with the above agencies to determine whether any existing planning efforts would impact the PROJECT within the next three (3) years. The Concept Plan and PROJECT Schedule shall be revised to reflect any such planning efforts.

In consultation with NCTPA the Metropolitan Transportation Commission (MTC), Contractor shall make necessary revisions to the Draft Concept Plan, submitting the revised document to NCTPA and MTC for approval as the Final Concept Plan.

II. CONSTRUCTION DOCUMENTS

Construction Documents work shall commence upon written approval of the NCTPA and MTC Project Managers.

Task 4. Draft Construction Documents (65%)

Deliverable #4A: Draft Construction Documents (65%)
(Provide 6 Hard Copies in 11" x 17" format and electronic format)

Deliverable #4B: Cost Estimate for Hub Signage Program

Contractor shall develop hub-specific Construction Documents that include drawings, specifications, estimates and shop fabrications/drawings. The Construction Documents shall be consistent with the STANDARDS for each sign type identified per the Final Concept Plan. Sign types include, but are not limited to:

- Wayfinding kiosk,
- Directional signage,
- Transit information displays, and
- Real time displays.

NCTPA: Hub Signage Program

Contractor shall provide the proposed TIDs insert materials to NCTPA and MTC for approval of layout, accuracy, and comprehensiveness of information (e.g. operator routes, schedule, stop placement, etc.); and to confirm that the mapped elements are at the appropriate scale.

Confirming the correct location and message of each sign at each hub is a critical task that deserves special attention. Contractor shall confirm the placement of signs against the circulation analysis to make sure the signs remain focused on major circulation routes and decision points in each hub and that the sign messages accurately reflect ground truth.

Contractor shall revise sign locations, messages, and information for the draft Construction Documents (65%) based on review and feedback from NCTPA and MTC.

Contractor shall provide a cost estimate for the signage based upon refinement of the signage design, composition, and placement at the 65% submittal. Costs are to be all-inclusive (covering procurement, fabrication/equipment, installation, construction management/oversight, permitting, etc.).

Task 5. Final Construction Documents (100%)

Contractor shall develop the Final Construction Documents in response to NCTPA and MTC review of Task 4. Review shall ensure consistency with PROJECT requirements as generally described in the Transit Connectivity Plan and more specifically defined by the STANDARDS, as well as review engineering requirements and sign location/message.

The final deliverables are to include full documentation of all signage elements (including TIDs), Technical Specifications, and all engineering, as part of the Construction Documents, which will be used as the basis for final fabrication and signage installation. Construction Documents shall be considered "final" upon written approval from the NCTPA and MTC Project Managers.

- | | |
|------------------|---|
| Deliverable #5A: | Two sets of original 24" x 36" drawings with original seal and signature |
| Deliverable #5B: | Two sets of original Technical Specifications |
| Deliverable #5C: | Two copies of the final Engineer's Estimate of Probable Construction Cost for the PROJECT |
| Deliverable #5D: | Three copies of the final Construction Documents |
| Deliverable #5E: | Electronic files for the design drawings, formatted to operate on AutoCAD |
| Deliverable #5F: | An electronic file of the Technical Specifications in Microsoft Word format |
| Deliverable #5G: | One CD/DVD with: |

NCTPA: Hub Signage Program

Individual electronic files of drawings in Adobe InDesign or Illustrator native format and Portable Document Files (.pdf file) suitable for access with Adobe Acrobat Reader or Acrobat Professional. Individual sign pattern layout files at full size in Adobe Illustrator native format (.ai file).

EXHIBIT C**FEE SCHEDULE - Final Cost Proposal**

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

"X"	Basis	
_____	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
<u>X</u>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
_____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The NCTPA may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
_____	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred</u> to <u>total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p>A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum.)</p> <p>B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

EXHIBIT C **FEE SCHEDULE** **LABOR RATES**

PRIME NAME: Mark Thomas & Company

PRIME NAME: Mark Thomas & Company				Labor	Onsite Labor/OH	Fee 12%	Total
Labor/Staff Classification	Name	Rate	Total Hours				
	ALL LABOR/STAFF AND OTHER DIRECT EXPENSES WILL BE CHARGED IN ACCORDANCE WITH THE RATES AND/OR FEES ESTABLISHED IN EXHIBIT B OF THE BASE ON-CALL ENGINEERING CONTRACT, AGREEMENT NO. NCTPA 10-23.						
Onsite Overhead Rate:							
Profit Rate:				Labor Total			

PRIME NAME:				
Other Direct Expenses:				
Vendor has itemized expenses below	Unit Price		Quantity	Cost
Travel (Set rates in accordance with the County of Napa Travel Rates)				
Lodging (Maximum - Taxes/fees not included) (Per Day)				
Meals (Overnight stay required) (Per Day)				
Car Rental (Maximum + Taxes /fees not included)				
Taxi/Cab Fare (Reasonable cost w/justification. Legible itemized receipts. Tips are not allowed) (Each)				
Mileage (Personal or company owned vehicle)(Per mile)				
Airfare (Coach only) (Actual Cost per Person)				
Other Miscellaneous Expenses				
8.5" x 11" black & white copies (Each)				
11" x 17" black & white copies (Each)				
8.5" x 11" color copies (Each)				
11" x 17" color copies (Each)				
Overnight mail - Letter size (Each)				
Overnight mail - Oversized Box (Each)				
			SUBTOTAL	
Miscellaneous Expenses – Miscellaneous direct costs up to \$1000.00 per unit will be reimbursed at cost if approved in advance by the NCTPA Contract Manager. Miscellaneous direct costs of \$1000.00 per unit or more will not be reimbursed unless a supplemental agreement has been executed in advance authorizing the miscellaneous direct costs. No more than \$50,000.00 in miscellaneous direct costs may be approved over the life of this agreement. Costs included in overhead will not be reimbursed as miscellaneous direct costs.		Lot		
		LABOR COST		
		DIRECT EXPENSES		
TOTAL COST OF WORK AUTHORIZATION				

ATTACHMENT C - FEE SCHEDULE

DIRECT EXPENSES

PRIME PROVIDER NAME:

Other Direct Expenses: Vendor must list itemized expenses below	Unit of Measure	Number of Units	Per Unit	Total TPP Budget
	Total			\$

Miscellaneous Expenses – Miscellaneous direct expenses up to \$1,000 per unit will be reimbursed at cost if approved and documented in advance by the NCTPA Contract Manager. No more than \$250,000.00 in miscellaneous direct expenses may be approved by the NCTPA Contract Manager over the life of this agreement. Cost included in overhead will not be reimbursed as miscellaneous direct costs.

Costs included in overhead will not be reimbursed as miscellaneous direct expenses. Documentation of hours worked, receipts or usage logs, as applicable, for direct expenses are necessary for reimbursement. Profit not allowed on Other Direct Expenses.

EXHIBIT C

FEE SCHEDULE

Final Cost Proposal (FCP) Supporting Basis of Payment

See EXHIBIT B – HUB SIGNAGE PROGRAM – FEE ESTIMATE

The Engineer will be paid from monthly invoices submitted directly to NCTPA with required Monthly Progress Reports.

Compensation for Additional Services (if any) shall be paid by NCTPA to the Engineer according to the terms of a future Supplemental Agreement or Work Authorization.

The **MAXIMUM AMOUNT PAYABLE** is **\$69,225.**

Local Agency Proposer UDBE Commitment (Services Contracts)

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

CONTRACT GOAL: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Proposal Award Date: _____

Local Agency certifies that the UDBE certification(s) has been verified and all information is complete and accurate.

<u>Print Name</u>	<u>Signature</u>	<u>Date</u>
-------------------	------------------	-------------

Local Agency Representative

(Area Code) Telephone Number:

**Total Claimed
Participation**

\$

%

Signature of Proposer

Date _____

(Area Code) Tel. No.

For Caltrans Review:

Print Name _____ Signature _____ Date _____

Caltrans District Local Assistance Engineer

Local Agency Bidder - UDBE Commitment (Rev 3/09)

ATTACHMENT D-2

Local Agency Proposer DBE Information (Services Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

PROPOSAL DATE: _____

PROPOSER'S NAME: _____

[illegible]**For Local Agency to Complete:**

Local Agency Contract Number: _____

Federal Aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name	Signature	Date
Local Agency Representative		

(Area Code) Telephone Number:

For Caltrans Review:

Print Name _____ Signature _____ Date _____
Caltrans District Local Assistance Engineer

Total Claimed Participation

\$ _____

%

Signature of Proposer

Date _____

(Area Code) Tel. No.

Local Agency Bidder - DBE Commitment (Rev. 3/09)

ATTACHMENT D-3

UDBE Information – Good Faith Efforts

Federal-aid Project No. _____ Bid Opening Date _____

NCTPA established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 0% 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 – UDBE Commitment" form indicates that the bidder has met the UDBE 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 UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – UDBE 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 UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE 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 UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

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

- C. The items of work which the bidder made available to UDBE 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 UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE 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 UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

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

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

- E. Efforts made to assist interested UDBEs 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 UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE 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 UDBE 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.



July 18, 2012
NCTPA Agenda Item 9.8
Continued From: New
Action Requested: INFORMATION

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Tom Roberts, Program Manager- Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: VINE/VINE Go Service Report: Performance Dashboard

RECOMMENDATION

None. Information Only.

EXECUTIVE SUMMARY

Agency staff has developed a draft Transit Performance Dashboard document to replace lengthy staff reports previously presented to the Board. The goal of the document is to concisely present key information in a format that allows more effective and meaningful monitoring of transit performance. Beginning this month, Road Calls, Missed Trips, and Catch Up runs have been added to the report.

PROCEDURAL REQUIREMENTS

1. Staff Report (Information only)

FISCAL IMPACT

Is there a Fiscal Impact? No.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

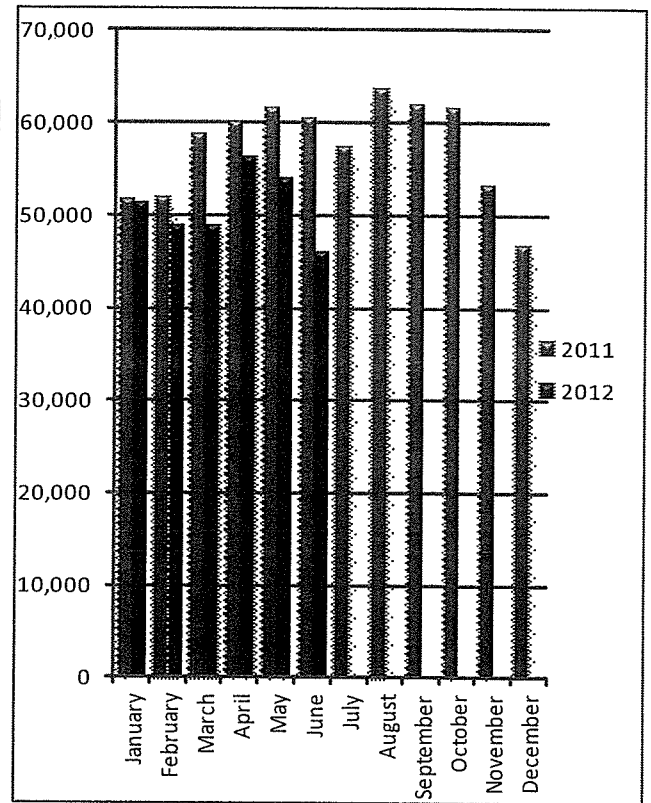
In November 2011, staff developed and presented to the Board a one page "Transit Dashboard" which presents key transit service performance indicators. No less than quarterly, the Dashboard is updated and presented to the Board for review.

SUPPORTING DOCUMENTS

Attachment (1) Ridership and On Time Performance June 2012

RIDERSHIP and On Time Performance June 2012				
	OTP June '12	June '12	YTD	Last YTD
1A	84.6%	2,692	18,651	18,303
1B	87.5%	1,860	10,489	11,287
2	62.5%	1,659	14,426	19,039
3A	90.0%	2,720	15,787	18,488
3B	81.3%	2,175	12,925	16,334
4	96.0%	3,264	23,663	20,670
5A	83.9%	1,680	10,124	15,984
5B	83.1%	1,204	10,124	11,397
6	89.5%	1,659	12,843	11,529
10	52.7%	17,039	103,662	121,622
20	0.0%	0	1,868	1,494
29	86.9%	1,863	12,706	15,758
Trippers		197	4,197	5,912
AmCan		1,032	16,158	12,506
Calistoga		1,261	4,099	2,540
St. Helena		515	4,126	3,836
Yountville		2,315	11,288	9,395
Napa Shuttle		107	757	707
VineGO	94.3%	2,792	17,797	18,625
Taxi**		0	0	7,374
Other		0	0	2,154
TOTAL		46,034	305,690	344,954

** incomplete data in 2011



- ◆ 10 Road Calls
- ◆ 15 Missed Trips
- ◆ 5 Catch up

VINE ON TIME PERFORMANCE Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
90/83.49	90/81.52	90/85.92	90/90.21

Goal is 90% or greater on-time

VINE GO ON TIME PERFORMANCE Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
90/93.73	90/95.97	90/94.93	90/95.97

Goal is 90% or greater on-time

PREVENTABLE ACCIDENTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
1.2/0.3	1.2/0.3	1.2/0.3	1.2/0.6

Goal is no more than 1 claim per 100,000 mi

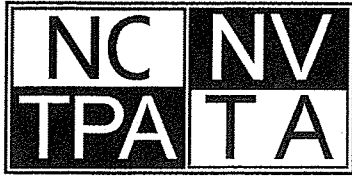
VINE COMPLAINTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
2.5/0.1	2.3/0.3	2.5/0.4	2.7/0.6

Goal is one actionable complaint every 20,000 trips

VINE GO COMPLAINTS Apr - June			
2nd Quarter	1st Quarter	YTD	Last YTD
1.6/0.0	1.6/0.0	1.6/0.0	1.6/0.0

Goal is one actionable complaint every 2,000 trips

Trend Over Last Quarter	Trend Over Last Year
↑	↓
Trend Over Last Quarter	Trend Over Last Year
↓	↓
Trend Over Last Quarter	Trend Over Last Year
↔	↓
Trend Over Last Quarter	Trend Over Last Year
↓	↓
Trend Over Last Quarter	Trend Over Last Year
↔	↔



July 18, 2012
NCTPA Agenda Item 10.1
Continued From: May 2012
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Associate Program Planner/Administrator
(707) 259-5968 / Email: dschmitz@ncpta.net
SUBJECT: Public Hearing and Approval of Resolution No. 12-23 Adopting the Final Methodology for the Regional Housing Needs Allocation (RHNA) for the Napa Subregion

RECOMMENDATION

That the NCTPA Board hold a Public Hearing and approve Resolution No. 12-23 (Attachment 1) adopting the Final Methodology for the Regional Housing Needs Allocation (RHNA) for Napa Subregion cycle 2014-2022.

COMMITTEE RECOMMENDATION

The NCTPA Technical Advisory Body (TAB) and the Policy Advisory Body (PAB) recommend that the NCTPA Board adopt the Final Napa Subregion Regional Housing Needs Methodology.

EXECUTIVE SUMMARY

The County of Napa and the cities and town within the County, constituting the members of the Napa Subregion, have adopted resolutions to participate as a "Subregion" in the State-mandated Regional Housing Needs Allocation (RHNA) Process. The Napa County Transportation and Planning Agency (NCTPA) is the countywide representative for the Subregion. To assist NCTPA in this process the NCTPA Board created a Technical Advisory Body (TAB) and Policy Advisory Body (PAB).

In accordance with provisions of the RHNA law, the jurisdictions of Napa County formed a subregion for the purpose of devising a methodology and distributing housing shares for the 2014-2022 RHNA cycle. In creating a subregion, the jurisdictions have increased their involvement and control of the allocation process.

The Technical and Policy ad hoc bodies met numerous times to become familiar with the RHNA process, regional methods under consideration, local information and priorities and potential alternative methods. Although several housing distribution methodology alternatives were reviewed, no local method was considered by participating jurisdiction representatives to equitably improve upon the Association of Bay Area Governments (ABAG) RHNA methodology described in Attachment 1. The ABAG methodology allows member jurisdictions the flexibility to negotiate with other members for adjustments to their allocations.

PROCEDURAL REQUIREMENTS

1. Open Public Hearing
2. Staff Report
3. Public Comments
4. Close Public Hearing
5. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No fiscal impact included with this action at this time.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

The County of Napa and the cities and town within the County adopted resolutions in March 2011 to participate as a "Subregion" in the Regional Housing Needs Allocation (RHNA) Process. The Napa County Transportation and Planning Agency (NCTPA) is the countywide representative for the Subregion and has been facilitating the development of the methodology

For the last year Napa's subregional representatives have participated closely in the Association of Bay Area Governments (ABAG) Housing Methodology Committee (HMC), as well as the Regional Advisory Working Group (RAWG). The TAB has met a total of 14 times over the past year to become familiar with the RHNA process, share land use and housing information, hear results of stakeholder meetings, held 3 public workshops, and created an online survey which focused on the factors and local priorities to consider in development of a methodology. The Policy Advisory Body and ultimately the NCTPA Board used the results of the survey to consider subregional alternatives to the ABAG HMC methodology. Ultimately, no method was considered superior to the ABAG methodology to equitably distribute housing need among

jurisdictions. However, the subregion agreed there should be a mechanism for negotiating voluntary adjustments among local jurisdictions.

On May 16th the Napa Subregion issued the draft methodology for public comment and review. NCTPA held a public workshop on May 30th to review the methodology and receive public comment. All the jurisdictions of the subregion have taken the draft methodology to their perspective councils/board of supervisors for review and comment. The few comments received about the draft methodology at the workshop were generally in favor of the draft method (Attachment 2). Local planning staff has also reported back that their councils/Board of Supervisors were in favor of the draft methodology.

The final subregional methodology has no substantive changes from the draft method reviewed at the public workshop on May 30th and by the individual jurisdictions. The TAB and PAB have reviewed the final methodology (Attachment 1) and recommend that the Napa Subregion move forward and adopt the final methodology that uses the ABAG RHNA methodology as the baseline allocation for each jurisdiction. The Subregion's methodology builds on the ABAG RHNA methodology by incorporating elected inter-jurisdictional adjustments to address data errors and/or better address factor priorities identified by the Subregion. Any negotiated trade adjustments are voluntary among willing jurisdictions and must occur prior to ABAG's adoption of final housing need allocations, as specific legislation prohibits trades occurring after this time. Total housing allocations and income distribution must be maintained among all transfer parties, and trades must continue to meet state RHNA objectives

The adoption of a final methodology is the next step in the sub-RHNA process. With the adoption of the final methodology the subregion will determine how housing units would be allocated among the subregion during the 2014-2022 8-year housing cycle. With the adoption of the final method the Napa subregion is also issuing draft allocations to the jurisdictions of the subregion. Between July 19th and September 17th the members of the subregion will be able to request a revision to their draft allocation. The timeline for the Napa Subregion is outlined in Table 1 below:

Item	Deadline
Deadline for members of the subregion to request a revision to their draft allocation	September 17, 2012
Subregion will respond to local request for revisions at the NCTPA Board meeting	October 17, 2012
Deadline for jurisdictions to appeal draft allocations to ABAG	November 1, 2012
Subregion conducts a public hearing at NCTPA Board meeting and adopts final allocations	December 12, 2012
Deadline for jurisdiction to pullout of the subregion	January 11, 2013
Deadline for Napa Subregion to submit final allocations to ABAG	February 1, 2013

SUPPORTING DOCUMENTS

- Attachments:
- (1) Resolution No. 12-23
 - (2) Public Comments from May 30, 2012 Workshop
 - (3) Draft Regional Housing Needs Allocations – May 10, 2012

RESOLUTION No. 12-23

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
ADOPTING THE FINAL METHODOLOGY FOR THE
REGIONAL HOUSING NEEDS ALLOCATION (RHNA) FOR THE NAPA SUBREGION**

WHEREAS, local governments are required by state law to facilitate the improvement and development of housing needs of all economic segments of its community (California Government Code sections 65580 *et seq.*); and

WHEREAS, the counties and cities and towns within counties are authorized to form subregions to develop a local methodology for assessing regional housing needs and determining allocations between them consistent with the requirements of Government Code sections 65580 *et seq.*; and

WHEREAS, each jurisdiction of Napa County adopted a resolution naming Napa County Transportation and Planning Agency as the entity representing the Napa subregion; and

WHEREAS, the Napa County Transportation and Planning Agency has been performing the duties of drafting the methodology for assessing regional housing needs of the subregion and allocating those needs consistent with the requirements of Government Code sections 65580 *et seq.*; and

WHEREAS, the Napa County Transportation and Planning Agency issued a draft methodology on May 16th 2012 to open up a sixty day public comment period:

NOW THEREFORE BE IT RESOLVED by the Napa County Transportation and Planning Agency, on behalf of the Napa Subregion, that:

1. The foregoing recitals are true and correct.
2. The final methodology as shown in Exhibit A to this resolution, which is incorporated herein as though fully set forth, for the purpose of distributing housing allocations amongst members of the Napa Subregion for the Regional Housing Need Allocation cycle 2014-2022 is hereby adopted.

Passed and adopted this 18th day of July, 2012.

///

///

Keith Caldwell, NCTPA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel

Napa Subregion Sustainable Communities Strategy (SCS) and Regional Housing Needs Allocation (RHNA) Methodology

1. Introduction

a. State Law

State law (Government Code Section 65584.03) allows the local jurisdictions within Napa County to join together to form a "subregion", a consortium that administers the State-mandated Regional Housing Needs Allocation (RHNA) program at the local level. Each member jurisdiction of the "subregion" submitted a resolution to the Association of Bay Area Governments (ABAG) and the Napa County Transportation and Planning Agency (NCTPA) requesting authority to locally administer the program by March, 2011. ABAG subsequently adopted a resolution approving the formation of the "subregion".

The subregional RHNA process determines local housing allocations for the planning period from 2014 year to 2022 for all jurisdictions within the subregion. State law then requires that each jurisdiction identify, in their next General Plan Housing Element revision, adequate sites to accommodate its housing allocation.

In general, to comply with State law, the subregion needs to follow the substantive and procedural rules and guidelines that apply to the region. The subregional process is coordinated with the regional process. By law, ABAG must perform certain ministerial actions in relation to a subregion. These actions include accepting a subregion's application to form the subregion; accepting a subregion's allocation methodology; and accepting a subregion's housing allocation, and in each case make a finding that the subregion's actions are consistent with State law. The relationship between the subregion and the region is codified in a Delegation Agreement, which was adopted by ABAG and the subregions' governing boards in

early 2012. If a subregion fails to fulfill its statutory obligations, ABAG must then determine allocations to the jurisdictions within the subregion. Similarly, if a jurisdiction within the subregion withdraws from the subregion, ABAG must then determine allocations to that jurisdiction.

b. Napa Subregion

The cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville and the County of Napa make up the Napa subregion, as allowed by state statute. All jurisdictions submitted resolutions of intent to form the subregion to ABAG by March 2011. On March 17, 2011 ABAG adopted a resolution approving the formation of the Napa subregion. The resolutions of intent designated the Napa County Transportation and Planning Agency (NCTPA) as the entity responsible for coordinating and implementing the subregional RHNA process.

As required by statute, ABAG will assign an aggregate (i.e. countywide) housing allocation to the Napa subregion. The subregion is responsible for completing its own RHNA process that is parallel to, but separate from, the regional RHNA process. The subregion creates its own methodology, issues draft housing allocations for each of its member jurisdictions, manages the required revision and appeal processes, and then issues final housing allocations to members of the subregion.

2. Subregion Organization

a. Governing body

The NCTPA Board is the governing board of the subregion. It is comprised of twelve members, appointed by the governing boards of each member jurisdiction and one non-voting member of the Paratransit Coordinating Council. The Board's role is to review and approve the work of the ad hoc bodies assisting with the RHNA process and to provide policy direction and take all actions required to fulfill the statutory obligations of the Subregion.

b. Organizational assistance

The NCTPA Board formed two ad hoc advisory bodies for the RHNA process. The Policy Advisory Body (PAB) is comprised of six members, one from each City or Town Council and the Board of Supervisors. The Policy Advisory Body's primary role is to review the work of the Technical Advisory Body and to provide for the development of recommendations for consideration by the NCTPA Board.

The Technical Advisory Body (TAB) is comprised of senior members from each jurisdiction's planning and/or governmental affairs agencies. These members are senior staff experts in the fields of housing and land use. This body's primary role is the technical development of recommendations for consideration by the Policy Advisory Body and the NCTPA Board. This includes holding public workshops to seek public input on development of the methodology and to present the draft methodology.

The City Manager's Association is provided monthly reports. The Association reviews the work of the TAB and provides input.

City and Town Councils and the Board of Supervisors will review and approve the housing need allocations developed by the Subregion prior to submitting them to the Association of Bay Area Governments on February 1, 2013. The Association of Bay Area Governments must approve the final housing shares.

3. Methodology, RHNA Process and Schedule (2011-2013) for Determining Subregion Housing Allocations --and Corresponding ABAG Deadlines

a. 2011- May, 2012

Some of the Subregion's TAB representatives have participated in the development of the ABAG RHNA methodology by ABAG's Housing Methodology Committee (HMC). The Technical

Advisory Body met 14 times to become familiar with the RHNA process and ABAG methodology; shared land use and housing information; heard results of stakeholder meetings, two public workshops and an online survey regarding factors and their priorities to consider in development of a methodology and other public input; and considered Subregional alternatives to the ABAG HMC methodology.

Although several alternatives were reviewed, no local method was considered by participating jurisdiction representatives to equitably improve upon the ABAG RHNA methodology described in Exhibit B. However, members unanimously agreed the local methodology should incorporate a mechanism to adjust local shares.

The Technical Advisory Body advised the Policy Advisory Body, and the Policy Advisory Body recommended to the Board that:

The Subregion shall assign each jurisdiction a share of the Subregion's total allocation using the ABAG RHNA methodology. That is, the Draft Allocation assigned to each jurisdiction by the Subregion shall be the jurisdiction's relative share of the Subregion's aggregate allocation based on the ABAG RHNA methodology. This share may be adjusted as described in section 3.e below.

b. May 16, 2012

Subregion released its Draft Methodology; assigned preliminary subregion jurisdiction Housing Allocations, and submitted the Draft Methodology to ABAG for comment.

May 17, 2012

ABAG released Draft Methodology and Assigned Preliminary Subregional Allocations

c. May 17 through July 18, 2012

The Subregion posted its Draft Methodology for the required sixty (60) day review period (GC 65584.04(h)). The Subregion also held a public workshop to present the Draft Methodology and seek comments on May 30, 2012. City and Town Councils and the Board of Supervisors reviewed the Draft Methodology in early June. In general, comments on the current methodology have been supportive; no major substantive concerns have been expressed. Public participants did comment on the need to get units built, particularly workforce housing for service workers, and on types of housing (i.e., existing units, dormitories) that should be "counted" (in Housing Element law) to address housing needs. While to date, Subregion staff has not heard specific concerns from member jurisdictions regarding the method or preliminary individual allocations, should concerns be expressed, staff will identify and analyze these issues as soon as practicable.

June 6, 2012

ABAG Regional Planning Committee Public held a hearing on draft method and preliminary subregional shares

d. July 18, 2012

The Subregion will hold a public hearing (GC 65584.04(h)), adopt its final methodology, formally release Draft Allocations, and send its final methodology to ABAG and State HCD for review.

July 19-20, 2012

ABAG will adopt its final method and formally release draft allocations for all jurisdictions within the region, including allocations for each of the local governments that are members of the Subregion. Should any member jurisdiction opt out of the subregion, ABAG Draft Allocations will apply to that jurisdiction. ABAG Draft Allocations are expected to be the same as the subregion's Draft Allocations, but in any case will be the Default Draft Allocation to a jurisdiction, if that jurisdiction withdraws from the Subregion.

e. July 19, 2012-December 12, 2012

During this period of time, through facilitated dialogue among member jurisdictions, the Subregion may make adjustments to the Draft Allocations to effect a distribution that corrects data errors and/or better addresses factor priorities identified by the subregion while also meeting statutory objectives and requirements as follows.

Adjustments are permitted to:

- Correct a data error identified by a local government that has resulted in a markedly disproportionate allocation to a jurisdiction to improve equity.
- Better address the highest priority factors identified in the local outreach process (Exhibit A) while maintaining an overall equitable balance for all member jurisdictions.

Any negotiated trade adjustments are voluntary among willing jurisdictions and must occur prior to ABAG's adoption of final housing need allocations, as specific legislation applies to trades occurring after this time. Total housing allocations and income distribution must be maintained among all transfer parties.

Any trade adjustments must continue to meet the legislative objectives of Housing Element law (Government Code Section 65584), which are to:

- Increase the region's housing supply and mix of housing types, tenure and affordability in all cities and counties in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low and very low income households.
- Promote infill development and socioeconomic equity, the protection of environmental and agricultural resources, and the encouragement of efficient development patterns.
- Promote an improved intraregional jobs/housing relationship
- Allocate a lower proportion of housing need for an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category from the most recent census. In other words, where a city already has a higher than average share of low income households, allocate a lower proportion of such housing to it.

In addition to the above objectives, the provisions of State law that implement the Sustainable Communities Strategy (SCS) to reduce energy consumption and production of greenhouse gases, are incorporated into Housing Element law. Great care is being taken in the

development of the regional RHNA Methodology to assure that the resulting allocation will be consistent with the SCS. The Subregion has an independent obligation for consistency. In general, the Subregion will proceed on the assumption that a Subregional Methodology that resembles, is strongly influenced by, or bears a close relationship to a conforming Regional Methodology that will itself conform to State Requirements. Nonetheless, the Subregion must make reasonable findings of conformity and gain explicit concurrence from ABAG and tacit concurrence from the State Department of Housing and Community Development.

If the subregion approves a requested trade adjustment, the revision will be incorporated into the Final Allocations. If the Subregion does not approve the request, the jurisdiction may file an appeal. (See Appeals section h).

f. September 17, 2012

Subregion deadline for local requests for revisions to Draft Allocations.

September 18, 2012

ABAG deadline for requests for revisions to draft allocations. If a jurisdiction notifies ABAG in writing that it is withdrawing from the subregion by this time, the withdrawing member will participate in the RHNA using its Draft ABAG Allocations subject to the timeline and procedures applicable to other jurisdictions in the region.

g. October 17, 2012

Subregion responds to local revision requests at the NCTPA Board meeting.

h. November 1, 2012

Deadline for Subregion appeals to Draft Allocation¹. If the Subregion does not approve the requested adjustment trade, the petitioning jurisdictions may appeal to ABAG in accordance with procedures in the ABAG RHNA methodology, as their rights of appeal remain legally intact even though they are members of the Subregion. While technically, each member jurisdiction

¹ A hearing must take place no earlier than 40 days and more more than 45 days after the deadline to file appeals (GC-65584.05(f))

is legally entitled to request a unilateral revision (i.e. a revision that does not involve a trade) and is entitled to be heard on this request at a public hearing conducted by the Subregion Board, procedures established by the Subregion seek a collaborative approach by encouraging trade adjustments among willing partners.

i. December 12, 2012

Subregion conducts a public hearing at NCTPA Board meeting on the Subregion's response to revision requests, and adopts Final Allocations.

j. December 13, 2012 – January 31, 2013

Subregion submits Final Allocations to City and Town Councils and Board of Supervisors for approval.

January 11, 2013 Deadline for ABAG appeals. If a jurisdiction notifies ABAG in writing that it wishes to withdraw from the Subregion by this time, then the withdrawing member will participate in the RHNA using their Draft ABAG Allocations subject to the timelines and procedures applicable to the other jurisdictions in the region. Members of a subregion may not withdraw from the subregion after ABAG's deadline for appeals.

k. February 1, 2013

Deadline for Subregion to submit its Final Allocations and resolution of consistency with state objectives and the SCS to ABAG for Review and possible consultation.

April 12, 2013

ABAG issues Final Allocation

EXHIBIT A

Factors – #1-6 are the top factor priorities from public workshops

1. Opportunities and constraints to development, including sewer and water capacity, suitable residential land availability, etc. Each jurisdiction's housing element and general plan identifies infrastructure and land constraints. (GC Factor 2a, b)
- 2-3. Policies to protect Agricultural land, and open space and environmentally sensitive lands preserved or protected under federal and state programs. (GC Factor 2c, d)
4. Infill locations near jobs and services (Subregion-identified factor closely related to Sustainable Community Strategy)
5. Existing agreements between a county and cities to direct growth towards incorporated areas. (GC Factor 5)
6. Community character (Subregion-identified factor closely related to GC Factor 2)

Other factors listed in Gov. Code 65584.04(d) to be considered, to the extent sufficient data is available. Such information should be regionally comparable and readily available

Existing and projected jobs and housing relationship (GC Factor 1- closely related to SCS)

Distribution of household growth assumed in regional transportation plan for 8 year period
(Sustainable Community Strategy/Jobs Housing Connection Scenario; GC factor 3)

Market demand for housing (GC Factor 4)

Loss of assisted low income housing units i.e., publicly assisted low income developments (GC Factor 6)

High cost housing burdens (GC Factor 7)

Housing needs of farm workers (GC Factor 8)

Impact of private universities, UC and Cal State colleges (GC Factor 9)

Any other factors adopted by ABAG --or the subregion (GC Factor 10)

EXHIBIT B

ABAG's Sustainable Communities Strategy and Regional Housing Needs Methodology

ABAG's May 2012 draft *Bay Area Plan "Jobs Housing Connection (JHC) Scenario"* report describes the general basis for this preferred Scenario's 2010-2040 growth projections and distribution. The *Bay Area Plan JHC Scenario* builds upon a decade of inter-jurisdictional work to encourage growth of jobs and production of housing in areas supported by amenities and infrastructure. The report states that a main task today is to grow the economy by maximizing urban infrastructure investments that have already been made to date, and where and when new investments are needed to make this infrastructure as efficient as possible. The *Bay Area Plan JHC Scenario* envisions a pattern of growth and investment tailored to communities where transit, jobs, schools, services and recreation are conveniently located near people's homes, and seeks to provide varied housing types and transportation choices. The *Bay Area Plan JHC Scenario* report states that the "region's greenbelt of agricultural, natural resource and open space lands is a treasured asset", and encourages the retention of agricultural and open space lands by directing nearly all non-agricultural development within the urban footprint. The *Bay Area Plan JHC Scenario* places most projected growth in *locally identified* "Priority Development Areas" (PDAs), which are key infill, transit-oriented neighborhoods. Growth in PDAs accounts for more than 2/3 of all regional growth by 2040. The document further describes employment type and location trends nationally and within the region.

State legislation requires each community to plan for its share of the state's housing need for people at all income levels. Since 1980, it has been ABAG's responsibility to distribute the regional need to all local governments. With the passage of SB 375, the housing allocation plan must allocate units within the region consistent with the development pattern included in a Sustainable Communities Strategy. Thus, the housing distribution methodology developed by ABAG's inter-jurisdictional Housing Methodology Committee must be integrated with the Sustainable Communities Strategy.

The RHNA housing distribution method is based on the following four elements as described by ABAG staff² identifying various factors that the methodology addresses:

1. **Sustainability component. The Jobs-Housing Connection Scenario focuses most job growth in PDAs identified by local governments.** The Jobs Housing Connection Scenario is based on 2010-2040 economic and demographic analysis that the region is predicted to add 1.1 million jobs and 660,000 housing units. These projections take into account changes due to the recent recession, vacancy rates, trends, and household size, and assume major

² March 8, 2012 Overview of Regional Housing Needs Determination Methodology by Ken Kirkey

investments and policy changes relating to affordable housing and infrastructure development. The methodology proposes a 70% upper limit for PDA growth, and 30% non PDA growth. (Addresses SB 375 and Housing Element objectives)

2. **Fair Share Components.** *Housing element law identifies various factors to be considered in the distribution of housing to jurisdictions within the region.* The ABAG Methodology includes:
 - **Upper housing threshold:** If growth within a jurisdiction's PDA(s) meets or exceeds 110% of the jurisdiction's household formation growth based on the sustainability component, that jurisdiction is not assigned added growth based on the Fair Share Components. This upper threshold is to ensure that cities that contain amenities to support growth (such as PDAs and areas with transit and employment opportunities) are not overburdened by being allocated growth beyond their infrastructure capacity. (Gov. Code 65584 .04(d) factor 2a)
 - **Minimum housing floor.** **Each City or town is assigned housing units to meet at least 40% of its household formation growth**, which is housing need largely generated by the people within that jurisdiction. This factor encourages jurisdictions to plan to meet a *portion* of total housing need. (State housing objective). It also ensures that, along with mechanisms for promoting infill development in transit rich areas, less-intensely developed areas with a need for worker and farm worker housing are still required to plan new housing. (GC factor 8)
 - **Other Fair Share criteria:** Other specific factors identified as being important by the HMC include: **Past RHNA performance 1999-2006, employment growth and transit access, equally weighted.** This part of the distribution formula assigns higher numbers to communities that did *not* produce lower income housing within the last RHNA cycle; have large numbers of projected jobs; and have good access to transit. Conversely, communities that did build lower income housing have small numbers of projected jobs and limited transit access, receive fewer units.
 - *Past RHNA Performance*, i.e., total low-and very-low income units permitted, relates to State -identified factors in that the number of units permitted is likely to be related to the market demand for housing. For example, in cities with inclusionary housing ordinances or developer impact fees to fund affordable housing, a strong housing market will produce larger numbers of permits for affordable housing (GC factor 4).

Further, jurisdictions with insufficient past RHNA performance likely also have high housing costs. (GC factor 7)

- *Non-PDA numbers of jobs:* Allocating housing near employment opportunities encourages a balanced relationship between jobs and housing. (GC factor 1)
- *Transit frequency and coverage:* Considering both the coverage and frequency of available transit throughout a jurisdiction is to maximize use of existing public transit infrastructure. (GC factor 3)

Household growth is influenced by local land use plans and policies, including planned and protected agricultural lands (GC factor 2d), open space and parks (GC factor 2c), city centered growth policies, urban growth boundaries (GC factor 5) and any physical or geological constraints. Incorporating these factors into the housing allocation ensures that it is not based solely on existing amenities but also planned or projected growth.

3. **Income Allocation:** The method to distribute housing need throughout the region, also used in the last RHNA cycle, is based on a comparison between a jurisdiction's household income distribution and the regional household income distribution. Each jurisdiction is given units based on 175% of the difference between their household income distribution and the region-wide household income distribution. This income allocation method gives jurisdictions with a higher than average proportion of households in a certain income category a smaller allocation of housing units in that same income category. In jurisdictions which have a higher share of very low and low income households compared to the regional average, this method will decrease their responsibility for the provision of affordable housing on a percentage basis towards the regional average (State housing objective, GC factor 6).
4. **Sphere of Influence.** State law also requires local jurisdictions with the land-use permitting authority in a "Sphere of Influence" to plan for the housing needed to accommodate housing growth, existing employment and employment growth in such Sphere of Influence. ABAG's methodology allocates housing and employment growth in "Spheres of Influence" in the Napa Subregion to the cities, consistent with local policies. Some lands within City "Spheres of Influence" are planned for future growth but such growth is not permitted until after annexation to the respective city occurs.

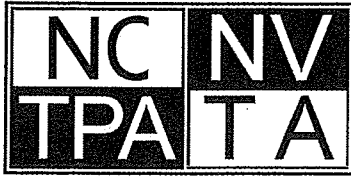
Napa's "Regional Housing Needs Allocation" (RHNA) Methodology
Public Workshop Held Wednesday, May 30, 2012 6:30 PM
Napa Valley Unified School District Board Room in Napa

Public Comment Received

- In the future consider applying various, specific indexes such as an elder economic index.
- Clarify how a city should transition from current RHNA numbers to the new likely numbers (as current numbers are higher than new likely numbers)
- Consider trying to get the state to consider including "bunk housing" for workers as part of their formula.
- Overall, to the degree the methodology is protecting non-urban areas it is good. But units are not getting built and the numbers should reflect the reality of the workforce (that needs housing)
- The jobs/housing balance is a challenge. There are 30,000 cars a day coming through the main thoroughfare, Highway 12. Progress was made in the last cycle.
 - Housing for the "service" portion of the workforce is key.
- Transport from where people live to where they work and the availability of transport services is key to keep in mind.
- For future planning processes: what about existing housing stock? It should be part of the methodology/ and agencies should get credit for it. Also hoping that the possible housing swaps will help all in the county.
- Type of housing should be considered. Ex. Some families would like a small house and yard. Many times multi-units are built because it is easier to "check off the box" (of state requirements) but this doesn't necessarily serve the community's needs.
- Consider doing more real time assessments (given how unpredictable the economy is).

DRAFT REGIONAL HOUSING NEED ALLOCATION (2014-2022)

	No Adjustments					Growth Concentration Only					Income Distribution Only					Growth Concentration and Income Distribution				
	Very Low 0-50%	Low 51-80%	Moderate 81-120%	Above Moderate 120%+	Total	Very Low 0-50%	Low 51-80%	Moderate 81-120%	Above Moderate 120%+	Total	Very Low 0-50%	Low 51-80%	Moderate 81-120%	Above Moderate 120%+	Total	Very Low 0-50%	Low 51-80%	Moderate 81-120%	Above Moderate 120%+	Total
Napa County	127	61	64	148	400	124	60	62	146	392	116	54	58	164	392	370	199	243	670	1,482
American Canyon	7	2	4	14	27	7	2	4	14	27	6	2	4	15	27	6	2	4	15	27
Callistoga	214	117	151	381	863	207	112	146	370	835	185	106	141	403	835	185	106	141	403	835
Napa	8	6	5	12	31	8	5	5	13	31	8	5	5	13	31	8	5	5	13	31
St. Helena	5	2	3	7	17	5	2	3	7	17	4	2	3	8	17	4	2	3	8	17
Yountville	54	33	34	59	180	54	33	34	59	180	51	30	32	67	180	51	30	32	67	180
Napa County Unincorporated	415	221	261	621	1,518	405	214	254	609	1,482	390	204	249	683	1,518	370	199	243	670	1,482



July 18, 2012
NCTPA Agenda Item 11.1
Continued From: NEW
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Program Manager-Finance
(707) 259-8779 / Email: anorato@nctpa.net
SUBJECT: Report on the Napa County Transportation and Planning Agency
2012 Follow-Up Accountant's Report on Applying Agreed-Upon
Procedures for the Period of July 1, 2011 to March 13, 2012

RECOMMENDATION

The Assistant Auditor-Controller of the County of Napa requests the Board accept, and instruct the Secretary of the Board to file the 2012 Follow-Up Report for the Agency for the period of July 1, 2011 to March 13, 2012.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

In order to help facilitate NCTPA's compliance with existing and new auditing standards, the Internal Audit Section of the Napa County Auditor-Controller's Office has performed a follow-up engagement requested by the NCTPA Board Chairman regarding the financial records and practices of the budgetary units under the responsibility of the Napa County Transportation & Planning Agency (Agency) for the period of July 1, 2011 to March 13, 2012. The follow-up included a review of recommendations from the 2009 Follow-up audit. Responses to partially implemented items are in the Background and Discussion section of this report.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? Yes. The cost of the follow up engagement is approximately \$17,000. The final bill will be sent to NCTPA in July.

Is it Currently Budgeted? No.

Where is it budgeted? There is sufficient budget in the accounting & audit line item budget to address this expense.

Is it Mandatory or Discretionary? Mandatory

Future Fiscal Impact: No.

Consequences if not approved: The NCTPA Board Chairman requested this audit be performed.

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

On April 2nd and 3rd, the Napa County's Internal Audit Division performed a follow-up review of NCTPA's financial practices and procedures in accordance with the standards established by the American Institute of Certified Public Accountants, as a follow-up to the report issued in February 2, 2009 and subsequently accepted by NCTPA on February 18, 2009.

Staff is generally pleased with the outcome of the 2012 follow up. All the findings presented in 2009 have been addressed. The Agency continues to work hard to achieve 100% implementation in all twenty-four (24) areas of the audit.

Of the twenty-four (24) findings reported in February 2, 2009, seventeen (17) have been fully implemented, seven (7) partially implemented, and zero (0) not implemented. This is in stark contrast to 2009 when only three (3) findings were fully implemented; eighteen (18) partially implemented; and three (3) not implemented.

From the Executive Summary *"The seven (7) findings that are not implemented in 2012 are resulting from the need to fine tune the mechanism used to track the transactions in compliance with the policy that the Agency has in place."*

The Agency is reviewing its current policies, practices, and procedures to “fine tune” some of the Agency’s methods noted from the recommendations of the audit.

Responses to the Partially Implemented Findings

II.A.1 Monitoring Grants and Receivables 95% implementation.

View of responsible official and planned corrective action: The Agency is evaluating ways to increase the level of transparency between the spreadsheets and general ledger to make the reconciliation process between the two processes straightforward.

II.A.2 Supporting Documentation 95% implementation.

View of responsible official and planned corrective action: NCTPA management understands and concurs with findings. The Agency is evaluating ways to increase the level of transparency between the spreadsheets and general ledger to make the reconciliation process between the two processes straightforward.

II.A.3 Misclassification of a Grant Transaction 85% implementation.

View of responsible official and planned corrective action: The purchase was budgeted and approved by the NCTPA Board of Directors. The budget was incorrectly aligned with the appropriate program. A budget amendment corrected the misclassifications by placing the correct budget with the appropriate expense.

II.B.1 Cash Disbursements- Segregation of Duties 95% implementation.

View of responsible official and planned corrective action: NCTPA management understands and concurs with findings. The payment claim in question was a contract and was signed by the Executive Director for payment. Normally, all payment claims are stamped with account code information before payment processing. The payments in question lacked the payment approval stamp. This was a minor oversight by the Finance/ Accounting Department. Corrective action has been taken and all payment claims must be stamped and approved for payment regardless of the nature or terms of the contract.

II.B.4 Misclassification of Expenses 85% implementation.

View of responsible official and planned corrective action: The purchase was budgeted and approved by the NCTPA Board of Directors. The budget was incorrectly aligned with the appropriate expenses. Journal entries corrected the misclassifications by reclassifying the expenses to the appropriate department.

II.C.1 Contracts- Administration 75% implementation.

View of responsible official and planned corrective action: The Agency has hired a Chief Procurement and Compliance Officer in January 2012 and will be reviewing all contracts including Alkar. As mentioned in the follow up engagement, the armored services carrier contract (Garda) is on a month-to-month basis. The armored car services carrier contract is expected to go out for a new procurement after new fareboxes are installed on VINE Transit vehicles. The relationship with Go West Communications ended in 2009. NCTPA management understands and concurs with findings with Go West Communications. A formal letter terminating the relationship will be sent to Go West Communications per the terms of the contract.

II.G Journal Entries- Segregation of Duties 95% implementation.

View of responsible official and planned corrective action: NCTPA management understands and concurs with findings. The capitalization of fixed assets policy of NCTPA differs with the County of Napa. The conversion of purchases to fixed assets was posted in the same expense account. Upon review, NCTPA management agreed that the use of contra accounts would provide better transparency and record keeping. The Agency has taken corrective action and posted journal entries of capitalized assets in contra accounts. Moving forward, the Agency will post purchases and capitalization of fixed assets into separate account codes.

The TDA capital funds receivable was reclassified from revenue through a correcting journal entry. Corrective action has occurred.

SUPPORTING DOCUMENTS

- Attachments: (1) February 8, 2012 Napa County Auditor-Controller Engagement Letter
(2) Accountants Report on Applying Agreed-Upon Procedures for the Period of July 1, 2011 to March 13, 2012



A Tradition of Stewardship
A Commitment to Service

ATTACHMENT 1
NCTPA Board Item 11.1
July 18, 2012

1195 Third Street - Room B10
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4551
Fax: (707) 226-9065

Tracy A. Schulze
Auditor-Controller

February 8, 2012

Napa County Transportation and Planning Agency
Board of Directors
Attn: Keith Caldwell
707 Randolph Street, Suite 100
Napa, CA 94559

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the Napa County Transportation and Planning Agency. The agreed-upon procedures, as outlined in the attachment, will be applied to the records applicable to the Napa County Transportation and Planning Agency (NCTPA) for the period of July 1, 2011 to December 31, 2011.

This engagement is solely to assist the Board of Directors of NCTPA in their evaluation of the progress made by NCTPA staff on the recommendations made in the June 30, 2008 report issued by the Napa County Auditor-Controller; compliance with current grant requirements; and the compliance with new and revised policies and procedures adopted by the NCTPA Board of Directors subsequent to the 2008 report. The determination of compliance will be based on the attached procedures. Our engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If for any reason we are unable to complete the procedures, we will describe any restrictions on the performance of those procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures do not constitute an audit, we will not express an opinion on NCTPA's financial statements or any elements, accounts, or items thereof. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the information and use of the NCTPA Board of Directors, and is not intended to be and should not be used by anyone other than these specified parties.

We will begin our procedures in February 2012. At the conclusion of the engagement we will require a written acknowledgement from NCTPA staff that the preliminary findings, if any, were discussed with management.

Our fees for these services will be based on the actual time spent at our standard hourly rates. Statements will be submitted quarterly as the work is performed and are payable upon presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please do not hesitate to notify us. If you agree with the terms of our engagement as described in this letter, please sign one of the enclosed copies and return the signed copy to us. If the need arises, our agreement with you will be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified users of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of the procedures.

Thank you,



Tracy A. Schulze
Auditor-Controller

RESPONSE:

This letter correctly sets forth the understanding of the Napa County Transportation and Planning Agency. The procedures listed in the attachment are X are not _____ sufficient for the purpose of the engagement.

BY:



TITLE:

Napa County Transportation and Planning Agency, Board Chair

DATE:

2-9-11

Napa County Transportation and Planning Agency
Agreed-Upon Procedures

	Done By	Date	W/P Ref.
I) Obtain or have access to the following copies for the period under review:			
A) From the Agency obtain the following:			
1) Copies of grant agreements in effect from July 1, 2011 to current.			
2) Copies of reimbursement requests to Federal and State agencies.			
3) Copies of any policies and procedures adopted since January 2009.			
B) From the Agency have access to the following:			
1) Financial transaction support documents, i.e. invoices, routing sheets, timecards, journal entries, etc.			
2) Tracking mechanism which lists all grants the Agency has and tracks which project and the cash disbursements attributable to each project/grant.			
3) Mechanism for tracking year end accounts payable.			
4) Board minutes and agenda packets.			
5) Mechanism for tracking expenditures under a contract or blanket purchase order.			
6) Mechanism for ensuring documentation pertaining to federally funded assets is complete and meets FTA compliance requirements.			
II) Follow-up on Recommendations from Internal Audit Report issued June 30, 2008 and Follow-up Report dated February 2, 2009			
A) Grants			
1) Monitoring Grants Receivable – Determine if a consistent mechanism is in place to track outstanding grant agreements and activity.			
2) Supporting Documentation – Determine if a consistent mechanism is in place to track and identify which project or grant cash disbursements are attributed to.			
3) Classification of Grant Expenditures – Determine if the Agency has a formal policy or procedure governing the proper recording of expenses pertaining to grants.			
B) Cash Disbursements / Accounts Payable			
1) Segregation of Duties - Determine if duties and responsibilities of the cash disbursement process are segregated to minimize risk.			
2) Identification and Accrual of Accounts Payable - Determine if the mechanism put into place to appropriately track, analyze and identify year-end accounts payable prior to February 2009 is either currently in place or has been improved upon.			

Napa County Transportation and Planning Agency
Agreed-Upon Procedures

	Done By	Date	W/P Ref.
3) Capitalization Policy - Determine if the Agency has a formal policy or procedure governing the capitalization of transactions when applicable and is adhering to the requirements of the policy.			
4) Classification of Expenses - Determine if the Agency has a formal policy or procedure providing guidelines for recording expenses in the proper account and period and is adhering to the requirements of the policy.			
5) Marketing Related Disbursements - Determine if the Agency has a formal policy or procedure governing the procurement and utilization of marketing related items and is adhering to the requirements of the policy.			
6) Procurement Policy – Determine if Agency is adhering to the requirements of the Procurement Manual.			
7) Petty Cash Policy – Determine if a petty cash policy has been adopted and if the Agency is complying with the requirements of the policy.			
8) Travel Policy – Determine if the requirements of the Travel Policy are being consistently applied by Agency staff.			
C) Contracts			
1) Administration – Determine if the Procurement manual is being followed for vendors utilized during the period of the engagement.			
2) Authorization - Review Board packets and minutes to determine if the documents continue to contain sufficient clarity that a reader of the documents can ascertain the level of authorization of significant contract terms.			
3) Monitoring – Determine if a consistent mechanism is in place to appropriately track expenditures under a contract or blanket purchase order to ensure that the authorized limits are not exceeded and the expense is within the scope of the contract.			
D) Cash Receipts			
1) Identification and Accrual of Accounts Receivable - Determine if a mechanism exists to appropriately track, analyze and identify year-end accounts receivable.			
2) Private Contributions - Determine if the Agency is following the formal policy or procedure governing the acceptance of private contributions or donations adopted prior to February 2, 2009.			

Napa County Transportation and Planning Agency
Agreed-Upon Procedures

	Done By	Date	W/P Ref.
3) Classification of Revenues - Determine if the Agency has a formal policy or procedure providing guidelines for recording revenues in the proper account and period; and is adhering to the requirements of the policy.			
4) Transit Pass Sales – Determine if the agency is following a formal policy or procedure governing the process of recording cash receipts attributable to the sale of transit passes handled by the transit contractor.			
5) Fare Deposits - Determine if a formal policy or procedure has been established and adhered to governing the recording of fare deposits made by the armored car contractor.			
E) Employee Training – Determine if training sessions occur with Agency staff on a regular basis to ensure that staff are knowledgeable of the the Agency's Policy and Procedures.			
F) Fixed Asset Monitoring – Determine if a mechanism has been established to ensure that documentation pertaining to federally funded assets is complete and meets the Federal Transportation Administration compliance requirements.			
G) Journal Entries - Determine if duties and responsibilities of the journal entry process are segregated to minimize risk.			
H) Payroll - Determine if duties and responsibilities of the payroll process are segregated to minimize risk.			
I) Financial Manager Role – Determine if the individuals responsible for financial transactions have the necessary background and experience to fulfill the responsibilities of Financial Manager.			
J) Physical Security – review the physical security governing the handling and accessibility of the Agency's assets such as petty cash and transit passes.			
III) Examine Grant Compliance:			
A) Select 2 grants – one Federal and one State from the tracking mechanism – and perform the subsequent steps.			
B) Review contracts and grant agreements and related laws and regulations, including budget restrictions if applicable			
C) Obtain a copy and review the award budget and budget amendments, if any.			
1) Compare budgeted and actual expenditures (expenses) and consider whether the budget has been violated by overexpenditure and the consequences, if any, of overexpenditure.			
2) Determine if the grant agreement allows a budget variance (budget flexibility) without requiring the Agency to obtain a formal budget modification. The grant agreement and budget section will indicate budget			

Napa County Transportation and Planning Agency
Agreed-Upon Procedures

	Done By	Date	W/P Ref.
flexibility, if any			
D) Obtain copies of all reimbursement or advance requests.			
E) Track requests to supporting documents or to subsequent expenditures to ensure they pertain to the grant and the expenses were not used for another grant or as grant match.			
F) Determine if effective cash management is occurring.			
G) Determine if grants are being utilized in the manner established within the grant documents.			
H) Determine if the tracking of Match expenses conform to the requirements in A-87 (unallowable vs allowable).			
IV) Compliance with Policy and Procedures adopted subsequent to December 31, 2008			
A) Determine if any other policies or procedures have been established other than those recommended in the Internal Audit.			
B) Select a sample of applicable expenditures or revenues to determine if policies and procedures are being followed.			
V) Prepare a detailed report to NCTPA Board and staff on the findings.			



A Tradition of Stewardship
A Commitment to Service

Napa County Transportation and Planning Agency

2012 Follow-Up

Accountant's Report on Applying Agreed-Upon Procedures
For the Period of July 1, 2011 to March 13, 2012

Issued by
AUDITOR-CONTROLLER
Internal Audit Section
April 26, 2012

**NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY
AGREED-UPON PROCEDURES
2012 FOLLOW-UP**

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Tracy A. Schulze
Auditor-Controller

EXECUTIVE SUMMARY

On April 2nd and April 3rd of 2012, a follow-up in accordance with the standards established by the American Institute of Certified Public Accountants for agreed-upon procedures was performed by the Internal Audit Section of the Napa County Auditor-Controller's Office on the Internal Audit Follow-Up Report issued February 2, 2009 and subsequently accepted by the Napa County Transportation and Planning Agency (Agency) on February 18, 2009.

The follow-up included reviewing cash receipt, cash disbursement and journal entry transactions processed during the period of July 1, 2011 to March 13, 2012; reviewing the preparation of records for the fiscal year ended June 30, 2011; and following up on any specific actions or tasks that were recommended to be accomplished.

The following is a summary of the status of the 24 findings reported in the February 2, 2009 Follow-Up Report.

	Implemented	Partially Implemented	Not Implemented
2009	3	18	3
2012	17	7	0

The seven (7) findings that are not fully implemented in 2012 are resulting from the need to fine tune the mechanism used to track the transactions in compliance with the policy that the Agency has in place.

Portions of the original findings and recommendations have been included in the report along with the management response from the 2008 report. Additional detail on the status can be found on the pages referenced below.

Step	Finding	2009 Status	2012 Status	Page Ref.
II.A.1.	Grants -Monitoring Grants Receivable No consistent mechanism in place to centrally track outstanding grant agreements and activity.	Partially Implemented (50%)	Partially Implemented (95%)	8
II.A.2.	Grants -Supporting Documentation No consistent mechanism in place to track and identify which project or grant cash disbursements are attributed to.	Partially Implemented (50%)	Partially Implemented (95%)	10
II.A.3.	Grant – Misclassification of a Grant Transaction No formal policy or procedure in place governing the proper recording of expense transactions for grants.	Partially Implemented (50%)	Partially Implemented (85%)	12
II.B.1.	Cash Disbursements – Segregation of Duties Lack of segregation of duties occurring in the invoice approval process.	Partially Implemented (85%)	Partially Implemented (95%)	13
II.B.2.	Cash Disbursements – Misapplication of GAAP (Identification and Accrual of Accounts Payable) No mechanism in place to appropriately track, analyze and identify year-end account payables.	Implemented (100%)	Implemented (100%)	16
II.B.3.	Cash Disbursements – Lack of Formal Policies and Procedures (Capitalization) No formal policy or procedure in place governing the capitalization of transactions.	Not Implemented (0%)	Implemented (100%)	17
II.B.4.	Cash Disbursements – Misclassification of Expenses No formal policy or procedure in place governing the proper recording of expense transactions.	Partially Implemented (50%)	Partially Implemented (85%)	19

Step	Finding	2009 Status	2012 Status	Page Ref.
II.B.5.	Cash Disbursements – Marketing Related Disbursements No formal policy or procedure in place governing the procurement and utilization of marketing related items.	Not Implemented (0%)	Unknown (No Expenses)	21
II.B.6.	Cash Disbursements – Application of Agency Policy (Procurement) Requirements of Procurement Manual not adhered to consistently by Agency Staff.	Partially Implemented (50%)	Implemented (100%)	22
II.B.7.	Cash Disbursements – Lack of Formal Policies and Procedures (Petty Cash) No formal policy or procedure in place governing the utilization of petty cash.	Partially Implemented (85%)	Implemented (100%)	24
II.B.8.	Cash Disbursements – Application of Agency Policy (Travel) Requirements of the Travel Policy not thoroughly communicated to Agency Staff resulting in inconsistencies in the treatment of travel expenses.	Partially Implemented (50%)	Implemented (100%)	25
II.C.1.	Contracts – Administration Lack of evaluation of current vendors to ensure the requirements of the Procurement Manual are being met.	Partially Implemented (50%)	Partially Implemented (75%)	26
II.C.2.	Contracts – Authorization Board minutes and agenda packets lack sufficient clarity to determine the level of Board authorization pertaining to significant contract terms.	Implemented (100%)	Implemented (100%)	28
II.C.3.	Contracts – Monitoring No mechanism in place to appropriately track expenditures under a contract or blanket purchase order to determine that authorization limits are not exceeded.	Partially Implemented (75%)	Implemented (100%)	29

Step	Finding	2009 Status	2012 Status	Page Ref.
II.D.1.	Identification and Accrual of Accounts Receivable (New) Determine if a mechanism exists to appropriately track, analyze and identify year-end accounts receivable.	N/A	No Exceptions	30
II.D.2.	Cash Receipts – Private Contributions No formal policy in place governing the acceptance of private contributions or donations by the Agency.	Implemented (100%)	Implemented (100%)	30
II.D.3.	Cash Receipts – Misapplication of GAAP (Miscellaneous Income) No formal policy or procedure in place governing the proper recording of revenue transactions.	Not Implemented (0%)	Implemented (100%)	31
	Cash Receipts – Misclassification of Revenue (Accounts Receivable) No formal policy or procedure in place governing the proper recording of revenue transactions.	Partially Implemented (85%)	Implemented (100%)	32
II.D.4.	Cash Receipts – Application of Agency Policy (Transit Pass Sales) No policy or procedure in place governing the process of recording cash receipts attributed to the sale of transit passes handled by the transit contractor.	Partially Implemented (85%)	Implemented (100%)	34
II.D.5.	Cash Receipts – Lack of Formal Policies and Procedures (Fare Deposits) No policy or procedure in place governing the recording of fare deposits made by the armored car contractor.	Partially Implemented (50%)	Implemented (100%)	36
II.E.	Employee Training (New) Determine if training sessions occur on a regular basis to ensure that employees are knowledgeable of Agency's Policy and Procedures.	N/A	No Exceptions	38

Step	Finding	2009 Status	2012 Status	Page Ref.
II.F.	Fixed Assets – Monitoring No mechanism in place to ensure that documentation pertaining to federally funded assets is complete and meets FTA compliance requirements.	Partially Implemented (50%)	Implemented (100%)	38
II.G.	Journal Entries – Segregation of Duties Lack of segregation of duties occurring in the journal entry process.	Partially Implemented (90%)	Partially Implemented (95%)	41
II.H.	Payroll – Segregation of Duties Lack of segregation of duties occurring in the payroll approval process.	Partially Implemented (85%)	Implemented (100%)	41
II.I.	Financial Manager Role No provision for a financial manager role within the organizational structure of the Agency.	Partially Implemented (50%)	Implemented (100%)	42
II.J.	Physical Security Lack of security measures governing the handling and accessibility of Agency assets (such as petty cash and transit passes).	Partially Implemented (50%)	Implemented (100%)	44
III.	Grant Compliance (New) Grants are utilized in accordance with grant documents.	N/A	No Exceptions	45
IV.	Compliance with Policies and Procedures adopted subsequent to December 31, 2008 (New) Agency staff is adhering to the policy and procedures set by the Board.	N/A	No Exceptions	46

This report is intended solely for the information and use of the Agency's management and Board of Directors and is not intended to be and should not be used by anyone other than these specified parties.

Tracy A. Schulze
Auditor-Controller

By Karen Dotson-Querin
Karen Dotson-Querin, CPA
Internal Audit Manager

April 26, 2012



A Tradition of Stewardship
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Tracy A. Schulze
Auditor-Controller

ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES FOR THE PERIOD OF JULY 1, 2011 to MARCH 13, 2012

Board of Directors
Napa County Transportation and Planning Agency
707 Randolph Street, Suite 100
Napa, CA 94559

We have performed the procedures enumerated below, which were agreed to by the Board Chair of the Napa County Transportation and Planning Agency, hereafter known as NCTPA, on behalf of the Board and Manager of NCPTA. These procedures are solely to assist the designated parties with respect to the documents obtained in Step I of the Agreed-Upon Procedures as they pertain to the Accounts Receivable, Fixed Assets, Accounts Payable, Contracts, Grants, Payroll, Cash Receipts, Cash Disbursement and Journal Entries. This engagement to apply agreed-upon procedures was performed in accordance with the standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. Responses to the findings identified in our report have been provided by NCPTA staff. We did not audit these responses and, accordingly, we express no opinion on them.

Our procedures and findings are as follows:

I. DOCUMENTATION

We obtained copies of the following documents:

From NCTPA, we obtained copies of grant agreements in effect from July 1, 2011 to March 13, 2012; copies of reimbursement requests to Federal and State agencies; and copies of policies and procedures adopted since January 2009.

**NAPA COUNTY
NAPA COUNTY TRANSPORTATION & PLANNING AGENCY
2012 FOLLOW-UP**

I. DOCUMENTATION (Continued)

During the site visit, the Agency provided us access to all financial transaction support documentation; tracking mechanisms for grants, accounts payable, contracts and fixed assets; and Board minutes and agendas.

II. 2012 Follow-Up on Recommendations from Internal Audit Report issued June 30, 2008 and Follow-Up Report dated February 2, 2009

A. GRANTS

A.1. Monitoring Grants Receivable – Determine if a consistent mechanism is in place to track outstanding grant agreements and activity.

2008 Finding: We noted that there currently is no consistent mechanism in place by the Agency to track the outstanding grant agreements in place, milestones, reimbursement requests or availability of funds. Accordingly, based on our inquiries, our limitation in scope and the Agency having no tracking mechanism in place it appears that receivables related to grants have not been properly identified and reported by the Agency at period-end. Due to the lack of such a mechanism and the extent of our testing, we are unable to determine the effect, if any, on the grants receivable balance of the Agency for fiscal year 2007. Please refer to our comments in the Cash Disbursement Section of this report *Misapplication of GAAP – Identification and Accrual of Accounts Payable* for additional comments regarding the Agency's ability to properly identify and accrue for accounts payable.

2008 Recommendation: It is recommended that a mechanism be implemented to centrally track all grant activity. This database should be accessible to all Agency staff thereby allowing each individual the ability to add activity and data related to grants under their responsibility into the database. An Agency Manager, as designated by the Executive Director, should be given primary responsibility for ensuring the completeness of the information reported in the database and timeliness of required report submissions. It is recommended that the following grant data be included in the database:

- Grant agreement identifying number and description
- Awarding agency
- Term of agreement
- Total award amount
- Date of reimbursement request and amount requested (including related invoice number/vendor information)
- Date and amount of reimbursement received by the Agency
- Running balance of funds available
- Milestones (dates when required reports are to be provided to the grantor)

**NAPA COUNTY
NAPA COUNTY TRANSPORTATION & PLANNING AGENCY
2012 FOLLOW-UP**

II.A. GRANTS (Continued)

A.1. Monitoring Grants Receivable (Continued)

2008 Recommendation (Continued): It is within our understanding that the Agency is in the process of implementing an access database to track such information. It is our recommendation that the access database also include functionality to enable the user to request reports which assist the Agency in the identification of period-end receivables, fund availability, and Agency expenditures which have not been previously claimed (for purposes of operational reimbursements).

2008 Management Response: As detailed below in several responses, NCTPA staff has since February 2008 developed a number of spreadsheets and tracking mechanisms for all Agency Receivables and Payables. Staff hopes in the summer of 2008 to work with a consultant to design and build a database to incorporate and centralize all of our newly established tracking mechanisms. The Fiscal and Planning Manager is currently overseeing development of tracking mechanisms and will work with the consultant to optimize functionality of the database.

2009 Status: Partially Implemented (50%)

2012 Status: Partially Implemented (95%)

The Agency currently tracks their grant activity on Excel spreadsheets. Each funding source is tracked on its own sheet and major construction projects are kept on two (2) separate sheets (Project and Construction in Progress analysis). The following are recommendations to enhance this process:

- For the funding source spreadsheet, information should be added to the spreadsheet so the expenditures can be tracked to the general ledger. The information should include the Fund, Budget Unit and Account. The date should correlate with the date of the expenditure.
- Formulas should be verified on all spreadsheets.
- Indication should be included on the spreadsheets of the amounts claimed for reimbursement from the funding source and which reimbursement requests have been received.
- Explore the possibility of consolidating the project spreadsheet with the analysis of the Construction in Progress account.
- The analysis of the Construction in Progress account will need to be updated to include all FY 11/12 expenses.

The spreadsheets did provide information after further analysis that indicated the funds were being spent in accordance with the funding requirements.

**NAPA COUNTY
NAPA COUNTY TRANSPORTATION & PLANNING AGENCY
2012 FOLLOW-UP**

II.A. GRANTS (Continued)

A.2. Supporting Documentation – Determine if a consistent mechanism is in place to track and identify which project or grant a cash disbursement is attributed to.

2008 Finding: At the time of our field work we examined grant reimbursements requested by the Agency, we noted the following instances where documentation supporting the reimbursement was either not retained or not readily available for our review:

FTA Agreement Y507 – Four (4) reimbursements occurred under this agreement for a total of \$1,272,894.00 or 74% of the value of all FTA reimbursement requests made during the period under audit. We noted two (2) instances where documentation supporting the reimbursement was either not complete or not readily available for review [See 2009 report for detail].

In aggregate, these exceptions represent a total dollar amount of \$1,155,491.43 which represents 91% of the value of total reimbursements received under this agreement. Alternatively, this exception represents 67% of the value of reimbursements received under all FTA grant agreements during the period under audit.

FTA Agreement Y550 - One (1) reimbursement was requested on 12/21/2007 under this agreement for a total of \$264,055.00 or 17% of the value of all FTA reimbursement requests made during the period under audit. We noted that documentation supporting this request was not sufficiently available for review [See 2009 report for detail].

This exception represents 100% of the value of this reimbursement or alternatively, 17% of the value of reimbursements received under all FTA grant agreements during the period under audit.

MTC STP Funding – Section 5313 (b) – We noted two (2) reimbursements that occurred during the period under audit for a total dollar amount of \$44,375.69. This represented 89% of the total award amount of \$50,000. Invoices presented by the IBI Group for work performed on the Northern Napa Valley Transportation Study did not include progress reports or other supporting documentation indicating the tasks completed as related to the amounts invoiced.

As exhibited with the exceptions noted above, the Agency does not have an overall system in place to properly track all Federal and State grant agreements or the required local matches. The Agency has attempted to identify invoices claimed through the retention of a general ledger printout. However, this printout did not sufficiently identify other invoices claimed under other reimbursements or utilized as local match. The inability of the Agency to easily and efficiently retrieve documentation substantiating the requests for reimbursement under grant agreements may potentially result in disallowances from Federal Transportation Agencies.

**NAPA COUNTY
NAPA COUNTY TRANSPORTATION & PLANNING AGENCY
2012 FOLLOW-UP**

II.A. GRANTS (Continued)

A.2. Supporting Documentation (Continued)

2008 Recommendation: This recommendation is made in conjunction with the recommendation made above under *Monitoring Grants Receivable*. In order to properly substantiate all requests for reimbursement as well as enable Agency staff to efficiently and effectively locate such support, it is recommended that all expenditures under a particular agreement is tracked in a separate mechanism (such as an Access database). This database will allow for Agency staff to efficiently view and identify all expenditures made and reimbursements requested under the particular agreement. In addition, it is recommended that copies of those invoices be retained in the related grant file for ease in accessibility. Alternatively, a reference may be made in the file as to where the particular invoice referenced in the Access database is located (i.e. vendor file name)

The identification of the grant or projects to which all invoices pertain is imperative in ensuring that double billing is not occurring. In addition, the local match must also be separately identified and tracked as invoices attributed to a local match may not be utilized for another project or grant.

Implementation of such recommendations will ensure that Agency staff has the necessary information available to retrieve the documentation supporting the requests made under any grant agreement at any time.

2008 Management Response: In February 2008, NCTPA staff began implementing new procedures for identifying which expenses are funded by each source of revenue coming to the Agency. In particular, specific expense accounts in each department and fund have been uniformly identified as attributable to specific activities funded by specific grants. For example, NCTPA's FTA 5307 funds for operating transit services are now tracked precisely to the following expense accounts:

Fund 2100 – Department 31200

52100000 – Insurance

52170150 – Security

52250300 – Fuel and Lubricants

52250300 – Purchased Transportation

Agency staff is able to run PeopleSoft general ledger reports to get total expenditures for each of these accounts and then seek reimbursement from the FTA for up to 50% of these expenses. Similarly, 5307 capital/maintenance funds (reimbursable at 80%) are tracked through expense accounts 52120000 and accounts beginning 55- and 56-.

**NAPA COUNTY
NAPA COUNTY TRANSPORTATION & PLANNING AGENCY
2012 FOLLOW-UP**

II.A. GRANTS (Continued)

A.2. Supporting Documentation (Continued)

2008 Management Response (Continued): As expenses for reimbursement are identified, the general ledger lines are clearly marked as funded by a particular grant so that one expense is not mistakenly reimbursed through more than one grant source. As also noted earlier, invoices are marked by funding source, and all relevant invoices are pulled and attached as back-up for specific fund reimbursement requests.

All of NCTPA's expense accounts for each fund and department have been specifically organized and standardized according to fund source. Details of all the standards and which accounts draw from which funds will be explicated in the policy and procedures manual currently being developed by NCTPA staff.

2009 Status: Partially Implemented (50%)

2012 Status: Partially Implemented (95%)

As noted under II.A.1, the Agency currently tracks their grant activity on Excel spreadsheets but could enhance this process further. The Agency also maintains separate folders for each grant. The folders include the grant agreement, budget amendments, reimbursement requests, invoice copies, copies of the reimbursement requests, and other documents required for the grant.

A.3. Misclassification of a Grant Transaction – Determine if the Agency has a formal policy or procedure governing the proper recording of expenses pertaining to grants.

2008 Finding: During our examination of grant reimbursement requests, we noted one (1) instance of the transaction being booked into the improper budget unit as follows:

- Cal Trans Agreement Number 645003 for the purchase of a paratransit VINE Go bus. We noted that both the revenue and expenditure for the grant transaction was booked to budget unit 31200 *VINE*. As this transaction was for the purchase of a paratransit VINE Go bus, the activity should have been booked to budget unit 31100 *VINE Go*. This instance represented a total expenditure of \$54,422.19. The reimbursement subsequently remitted represented revenue of \$44,898.30 (the difference being attributed to a local match).

2008 Recommendation: This recommendation is being made in conjunction with the recommendation in the Cash Disbursements section of this report *Misclassification of Expenses*. Please refer to this section of the report for our full recommendation.

**NAPA COUNTY
NAPA COUNTY TRANSPORTATION & PLANNING AGENCY
2012 FOLLOW-UP**

II.A. GRANTS (Continued)

A.3. Misclassification of a Grant Transaction (Continued)

2008 Management Response: NCTPA management understands and concurs with findings. Please see management response in the section of this report *Misclassification of Expenses*.

2009 Status: Partially Implemented (50%)

2012 Status: Partially Implemented (85%)

In the process of examining grant compliance under section III, the analysis performed on all active grants disclosed three (3) instances of intentional misclassification of expenses as follows:

- Bus shelters for the American Canyon route were recorded in the correct budget unit (31400) but the incorrect account, Professional Service for a total of \$151,106. Prior to our engagement \$90,000 was transferred to building and improvements, but the remainder of \$61,106 could not be transferred since the budget for the account was only \$90,000.
- Two (2) buses were purchased for the St. Helena Vine (budget unit 31600) through the VINE budget unit (31200) for an aggregate of \$143,598. The St. Helena Vine budget unit did not have a budget established for fixed asset purchases. However, the corresponding reimbursement from the funding source, MTC was recorded in the St. Helena Vine budget unit.
- Two (2) buses were purchased for the Calistoga Handy Van (budget unit 31800) through the VINE budget unit (31200) for an aggregate of \$143,598. The Calistoga Handy Van budget unit did not have a budget established for fixed asset purchases. However, the corresponding reimbursement from the funding source, MTC was recorded in the Calistoga Handy Van budget unit.

Purchases must be budgeted prior to expending the funds.

II.B. Cash Disbursements/Accounts Payable

B.1. Segregation of Duties – Determine if duties and responsibilities of the cash disbursement process are segregated to minimize risk.

2008 Finding: During our examination of cash disbursements, we noted twenty-two (22) instances where proper segregation of duties between different individuals was not maintained during the invoice approval process for both transit and administrative expenses. The lack of segregation of duties is attributed to the following circumstances:

**NAPA COUNTY
NAPA COUNTY TRANSPORTATION & PLANNING AGENCY
2012 FOLLOW-UP**

II.B. Cash Disbursements/Accounts Payable (Continued)

B.1. Segregation of Duties (Continued)

2008 Finding (Continued):

- The invoice did not appear to have any indication that the Agency staff responsible for ordering the goods or services had reviewed and acknowledged the receipt and accurate billing of items invoiced. We noted sixteen (16) instances for a total dollar amount of \$401,778.10. These invoices represented 33% of the value of our sample.
- The signatory authorization to disburse the funds was provided by the Agency staff responsible for ordering and receiving the goods or services invoiced. We noted six (6) instances for a total dollar amount of \$237,237.82. These invoices represented 20% of the value of our sample.

The combined effect of the aforementioned exceptions aggregated to twenty-two (22) instances for a total dollar amount of \$639,015.92. This represents 53% of the value of our sample.

2008 Recommendation: Duties should be divided, to the extent possible, among different individuals to reduce the risk of error or inappropriate actions. In this particular instance, duties should be divided between the purchasing and disbursement functions of the Agency.

It is recommended that each invoice received by the Agency be first reviewed by the individual responsible for ordering and receiving the goods or services invoiced. Packing slips and/or progress reports should be attached to the invoice, as applicable. A signature acknowledgement by this individual should be provided to indicate that the goods or services were received, the invoice was reviewed and the charges are accurate. A secondary authorization is recommended to be provided by the Executive Director (or his designee) to approve payment of the invoice. The implementation of such a process will ensure that proper segregation of duties is maintained between these functions and that risk of error or unauthorized payment is minimized.

2008 Management Response: NCTPA management fully understands and concurs with the recommendation. Further, NCTPA understands the importance of maintaining clear segregation of duties with regard to cash disbursements.

Furthermore, it should be noted that prior to this audit NCTPA had already recognized an opportunity to revisit this matter. As a result, in February 2008, Agency staff began implementing new procedures to ensure segregation of duties in the fiscal processes of NCTPA. The following process has been implemented as of spring 2008 regarding cash disbursements:

**NAPA COUNTY
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II.B. Cash Disbursements/Accounts Payable (Continued)

B.1. Segregation of Duties (Continued)

2008 Management Response (Continued):

- 1) Technical review of invoices by Program Manager - Program manager reviews invoices and packing slips as necessary. Invoices for services are reviewed to ensure appropriate documentation of progress toward tasks. For goods received at transit facilities and not NCTPA administrative offices, confirmation of receipt occurs by phone or email with the appropriate manager at the receiving location. Method and time/date of confirmation is noted on the invoice. Program Manager is also responsible for identifying the budget account from which funds will be paid, and what source of funds will be used for payment (i.e. the grant number, and percent of local match as necessary).
- 2) Authorization for disbursement by Executive Director or his/her designee - After technical review, invoices and supporting documentation are presented to the Executive Director/designee for disbursement authorization.
- 3) Input of payables into PeopleSoft system - NCTPA's account clerk, upon receiving invoices with complete documentation and signatures for both technical review and disbursement authorization, inputs payables into PeopleSoft. Clerk runs a calculator tape roll of invoices to ensure accurate input into PeopleSoft, and then runs an Operator ID report for signature of Fiscal Manager.
- 4) Operator ID sign-off - NCTPA's Fiscal and Planning Manager reviews Operator ID, reviews all invoices for signatory approvals, and reviews accuracy of inputs including confirmation of appropriateness of accounts and completeness and appropriateness of grant/fund notations.

NCTPA staff has modified the sticker attached to each invoice to reflect these processes.

2009 Status: Partially Implemented (85%)

2012 Status: Partially Implemented (95%).

As a component of our examination we selected a sample of cash disbursements. Our examination disclosed three (3) instances where segregation of responsibilities may not exist. Three (3) separate invoices payable to Pacific Gas & Electric for the relocation of power did not indicate on the invoices that they had been approved for payment. The cumulative amount of payments made without approval noted on the support documents was \$21,345.

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2012 FOLLOW-UP**

II.B. Cash Disbursements/Accounts Payable (Continued)

B.2. Misapplication of GAAP – Identification and Accrual of Accounts Payable –

Determine if the mechanism put into place to appropriately track, analyze and identify year-end accounts payable prior to February 2009 is either currently in place or has been improved upon.

2008 Finding: During our examination of cash disbursements, we noted two (2) instances where the invoice reviewed was recorded or potentially recorded in the wrong accounting period. [See 2009 report for detail]

The combined effect of the aforementioned exceptions aggregated to [...] a total dollar amount of \$223,247.60. This represents 19% of the value of our sample.

2008 Recommendation: These exceptions are indicative of a control deficiency in the Agency's ability to properly track, analyze and identify year-end account payables. Such control deficiency could potentially result in a material misstatement of the year-end accounts payable reported by the Agency in the annual financial statements (subject to external auditor thresholds).

It is recommended that a mechanism be put into place to appropriately track invoices which have not been paid by period-end. In addition, an analysis should be performed to identify all inter-period projects. Progress reports should be obtained, analyzed, and retained in order to properly allocate the charges between accounting periods. Implementing such a mechanism and analysis will assist the Agency in ensuring that accounts payable have been correctly recorded at period-end.

2008 Management Response: As noted above, NCTPA management fully understands its responsibility to exercise tighter controls over its financial management and further recognizes that discipline and intense attention to details is required to do so.

Since the completion of NCTPA's FY 06-07 audit, agency staff has thoroughly reviewed the financial-controls deficiencies identified and reported to the NCTPA by auditor's Bartig, Basler and & Ray. Lack of a mechanism for capturing year-end payables has been a significant concern for staff, and developing such a mechanism has been a high priority.

As of April 2008, in response to the audit and in preparation for 07-08 year-end closing, staff developed a spreadsheet for tracking regular payables for each fund and department in NCTPA's accounting structure. Further, staff has with another spreadsheet inventoried all open contracts, identified inter-period projects, and interviewed Program Managers to determine what amounts will be payable against contracts through June 30th. Finally, staff is actively contacting all active vendors requesting invoices for work and services through June 30th be delivered as soon after June 30 as possible.

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2012 FOLLOW-UP**

II.B. Cash Disbursements/Accounts Payable (Continued)

**B.2. Misapplication of GAAP – Identification and Accrual of Accounts Payable
(Continued)**

2009 Status: Implemented (100%)

2012 Status: Implemented (100%).

No exceptions noted during our examination.

B.3. Lack of Formal Policies and Procedures – Capitalization – Determine if the Agency has a formal policy or procedure governing the capitalization of transactions when applicable and is adhering to the requirements of the policy.

2008 Finding: During our examination of cash disbursements, we noted one (1) instance where an invoice was improperly capitalized and reported as an asset on the financial statements. [See 2009 report for detail]

The invoice examined represents a total dollar amount of \$77,322.75 or 6% of the value of our sample.

2008 Recommendation: Many times procedures are communicated in an informal manner. This manner can be effective where the procedure is long-standing and well-understood practice, and in smaller organizations where communication channels involve only limited management layers and close interaction and supervision of personnel. However, in this instance, the exception noted indicates a control deficiency in the communication of the informal capitalization procedure to Agency staff. Such a deficiency could result in a material misstatement of the Agency's capital assets recorded on the annual financial statements (subject to external auditor thresholds).

It is recommended that a procedural manual be developed and communicated to all Agency staff. This manual should incorporate all significant accounting policies of the Agency (such as those found in the financial statements) in an easy to access guide. This will provide an effective resource for the staff which will assist in the processing and recording of the daily transactions of the Agency. In addition, this guide may serve as a training instrument for the development of new staff.

2008 Management Response: NCTPA management concurs with the observations and recommendation of the Auditor-Controller regarding more clearly defined processes and procedures as well as establishing better communication among entities working with NCTPA on financial matters.

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2012 FOLLOW-UP**

II.B. Cash Disbursements/Accounts Payable (Continued)

B.3. Lack of Formal Policies and Procedures – Capitalization (Continued)

2008 Management Response (Continued): NCTPA policy stipulates a capital asset as an asset with an initial, individual cost of more than \$5,000 and an estimated useful life of one year. A miscommunication between entities working on NCTPA's financial matters has occurred with the booking into accounts of NCTPA's capital purchases. In utilizing the County of Napa's accounting system, NCTPA has booked all capital purchases into accounts beginning with either "55-" or "56-". According to the County of Napa's organizing of accounts, both 55- and 56 purchases are for capital assets. However, NCTPA has historically used the 55-account to record non-capitalized capital purchases, and the 56- account for capitalized purchases.

As formal policy for booking capital purchases/recording assets had not been recorded for NCTPA, miscommunication among NCTPA staff and between NCTPA and the Auditor-Controller's office led to misunderstandings and mis-recordings of the Agency's assets. Agency management fully appreciates the ongoing cooperation of the County of Napa's Auditor-Controller's staff in clearing communications.

NCTPA management wholly concurs with the need for the development of a formal procedural manual including all significant accounting policies of the Agency. Development of this manual is in progress and is expected to be completed early in FY 08-09.

2009 Status: Not Implemented

2012 Status: Implemented (100%)

A Fixed Asset Management Policy was approved on September 22, 2010 as a component of the NCTPA Policies, Practices and Procedures, Section 2; however, in an effort to comply with the Policy, the Agency reduced expenses in the process of capitalizing the asset. Expenses should not be reduced since their reduction distorts the available budget. Capitalization of the assets should occur through the use of a contra expense account. See Section II.G. for additional information on the exceptions noted during our engagement.

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2012 FOLLOW-UP**

II.B. Cash Disbursements/Accounts Payable (Continued)

B.4. Misclassification of Expenses – Determine if the Agency has a formal policy or procedure providing guidelines for recording expenses in the proper account and period and is adhering to the requirements of the policy.

2008 Finding: During our examination of cash disbursements we noted the misclassification of expenses at the account, budget unit and fund levels. Please note that the exceptions below are based upon our understanding of the nature and types of expenses booked into these classifications. We obtained this knowledge by reviewing the general ledger during our audit and performing inquiries with Agency staff. The objective of such review is to ensure consistency in how transactions are booked into the general ledger. The exceptions noted are attributed to the following circumstances:

- Account – We noted nine (9) instances where an expense was booked into the improper account number [See 2009 report for detail].

The combined effect of the aforementioned exceptions aggregated to nine (9) instances for a total dollar amount of \$109,349.89. This represents 9% of the value of our sample.

- Budget Unit – We noted two (2) instances where an expense was booked into the improper budget unit [See 2009 report for detail].

The combined effect of the aforementioned exceptions aggregated to two (2) instances for a total dollar amount of \$448.92 or less than 1% of the value of our sample.

- Fund – We noted one (1) instance where an expense was booked into the improper fund [See 2009 report for detail].

This instance represented a total dollar value of \$16.91 or less than 1% of the value of our sample.

2008 Recommendation: During our testing of these invoices and inquiries with Agency personnel, we noted that many of these misclassifications occurred due to a lack of clarity regarding the nature of accounts and uncertainty as to where certain transactions should be booked. Other instances were attributed to a lack of understanding by the staff regarding the importance of allocating expenses to their proper accounts and budget units.

Upon further review of the budget document utilized by staff, it was noted that it is structured primarily by project or activity. Each revenue or expense account is broken down further to describe the types of projects or nature of transactions specifically budgeted for within the fund, budget unit, and account. However, this level of detail

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II.B. Cash Disbursements/Accounts Payable (Continued)

B.4. Misclassification of Expenses (Continued)

2008 Recommendation (Continued): appeared to be inconsistent thereby creating uncertainty as to where certain revenues or expenditures should be booked. In addition, it was noted that there was no documentation detailing the funding sources of Agency revenues or the linkage between revenues and expenditures. This in turn will pose difficulties in determining whether double billing is occurring or whether funds are being utilized inappropriately.

Therefore, it is recommended that the Agency supplement the annual budget with a detailed chart describing the various sources of funding to be provided to the Agency staff during the fiscal year as well as the budgeted expenditures under each funding source. This will assist in ensuring that revenues and expenditures are appropriately matched and assist in preventing transactions from being inadvertently booked to the incorrect fund, budget unit or account. In addition, it is recommend that a procedural manual be implemented and communicated to staff emphasizing the importance of analyzing each invoice in order to properly segregate between accounts, budget units, or fund type. This will further enhance the budgeting process in providing accurate and consistent data to management and the Board for the annual budgeting process.

2008 Management Response: Beginning in February 2008, NCTPA staff has engaged in a rigorous program of attention to detail regarding the appropriate booking of expenses. The Fiscal Manager and Account Clerk have established daily communications and detailed review of invoices and Agency expenditures. Additionally, both the Fiscal Manager and the Account Clerk have been reviewing for accuracy and consistency NCTPA's general ledger line by line, account by account, for each Agency Fund and Department. Throughout the spring of 2008 NCTPA staff has worked to identify and reclassify current FY mis-bookings.

Through increased communication and working closely with the County of Napa's Auditor-Controller's office, NCTPA staff has become much more clear about—and certainly recognizes the importance of—accurately recording all expenses and understanding, with certainty, the nature of Agency expenses.

2009 Status: Partially Implemented (50%)

2012 Status: Partially Implemented (85%)

In the process of examining grant compliance under section III, the analysis performed on all active grants disclosed three (3) instances of misclassification of expenses. See Section II.A.3 for details.

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2012 FOLLOW-UP**

II.B. Cash Disbursements/Accounts Payable (Continued)

B.5. Marketing Related Disbursements – Determine if the Agency has a formal policy or procedure governing the procurement and utilization of marketing related items and is adhering to the requirements of the policy.

2008 Finding: During our examination of cash disbursements, we selected ten (10) invoices attributed to the purchase of outreach giveaways or items to be worn by NCTPA staff, transit ambassadors or board members. The nature of the items reviewed included mugs, mint tins, baseball caps, shirts, messenger bags, fleece vests, and hand fans. Of the invoices selected for testing, we noted the following exceptions [See 2009 report for detail]:

- Inadequate documentation to justify the “fair and reasonable” pricing.
- Procurement documentation was approved by the Procurement Officer subsequent to the invoice date.
- There was no acknowledgement from Agency staff indicating receipt of goods and accuracy in billing.
- Business purpose or event for which items were utilized not apparent on the invoices.
- Invoices were booked to the NCTPA Planning Fund (2060).

2008 Recommendation: In order to clarify the process of the procurement and utilization of marketing related items, it is recommended that a policy be implemented and communicated to Agency staff. This policy should incorporate the following elements:

- Allowable annual expenditures for marketing items (i.e. detailed budget).
- Nature of items allowable for purchase under the marketing plan.
- Process for ensuring the reasonableness of pricing if a single vendor is primarily utilized.
- Allow for a separate marketing line item in the budget.
- The process for tracking expenditures in comparison with the allowable budget.
- Approved events for which the marketing items may be distributed.
- Require a process for tracking marketing items “in stock” if on-hand inventory is kept. Otherwise, the events for which the items are to be used should be documented on the invoice.

It is further recommended that the Executive Director designate an individual primary responsibility for ensuring the policy is followed and providing for accountability of items purchased and distributed.

2008 Management Response: NCTPA management understands and concurs with findings and will implement recommendations including preparing a marketing expenditure plan for FY 08-09.

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II.B. Cash Disbursements/Accounts Payable (Continued)

B.5. Marketing Related Disbursements (Continued)

2009 Status: Not Implemented

2012 Status: Unknown –No expenditure were incurred during the engagement period.

Marketing related disbursements are indirectly addressed in the Grant Accounting and Administration Policy (FIN 4.5), Vendor Invoice Processing Policy (FIN 6.2), and Procurement Policy (FIN 11). Based on a review of the General Ledger activity for fiscal year 2011-2012, there were no marketing related expenses during the engagement period.

B.6. Application of Agency Policy – Procurement – Determine if Agency is adhering to the requirements of the Procurement Manual.

2008 Finding: During our examination of cash disbursements, we noted ten (10) instances where the invoice documentation reviewed did not appear to be maintained in accordance with the Procurement Manual for both transit and administrative expenses. The exceptions we noted are attributed to the following circumstances [See 2009 report for detail]:

- Sole Source – There was an inadequacy of documentation supporting the justification and authorization of a sole source purchase. We noted this in one (1) instance where the total dollar amount was \$77,322.75 or 6% of the value of our sample.
- Small Purchases (Quotes) - Small purchases were made where two other quotes did not appear to be obtained as there was no documentation of such attached to the invoice. We noted two (2) instances for a total dollar amount of \$7,603.89 or less than 1% the total value of our sample.
- Small Purchases (Purchase Order) - Small purchases were made where a purchase order did not appear to be obtained as there was no indication of such attached to the invoice. We noted two (2) instances for a total dollar amount of \$7,573.73 or less than 1% of the value of our sample.
- Procurement Form (Date) - We noted seven (7) instances where the procurement form was approved by the Procurement Officer subsequent to the invoice date. These instances represented a total dollar amount of \$11,562.04 or less than 1% of the value of our total sample.
- Procurement Form (Signature) - We noted one (1) instance where the procurement form was not signed by the Procurement Officer or authorized designee. This instance represented a total dollar amount of \$123.92 or less than 1% of the value of our sample.

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II.B. Cash Disbursements/Accounts Payable (Continued)

B.6. Application of Agency Policy – Procurement (Continued)

2008 Finding (Continued): The Agency's Procurement Manual is designed to be consistent with federal regulations and the laws of the State of California. Accordingly, failure to follow and consistently apply the procedures within may result in potential disallowances by Federal Transportation Agencies.

The combined effect of the aforementioned exceptions aggregated to ten (10) instances for a total dollar amount of \$91,552.87. This represents 8% of the value of our sample.

2008 Recommendation: Policies must be implemented thoughtfully, conscientiously and consistently. A procedure will not be useful if performed mechanically without a sharp continuing focus on conditions to which the policy is directed. Per Chapter I of the Procurement Manual, the procurement procedures are designed to:

- Instill public confidence in the procurement process of NCTPA
- Ensure fair and equitable treatment for all vendors who seek to deal with NCTPA
- Ensure maximum open and free competition in the expenditure of public funds
- Provide safeguards to maintain a procurement system of quality and integrity

We noted various provisions of the policy which did not appear to be followed on a consistent basis by Agency Staff. In order to ensure that the above directives are consistently and conscientiously carried out, it is recommended that Agency staff receive additional training related to the procurement process and the specific requirements outlined in the Procurement Manual. This will ensure that all personnel are familiar with and understand the types of documentation required in order to initiate and process a purchase. In addition, Chapter II, Section B of the Procurement Manual provides for a "Quick Reference" of critical provisions of the policy. It is recommended that this section of the Manual be extracted and incorporated into an easy to view desktop reference for the staff. This will ensure that the staff is able to access necessary information in an efficient and effective manner when performing procurement activities.

2008 Management Response: NCTPA management recognizes the utmost importance of developing and maintaining fiscal systems upholding the highest standards of quality and integrity in the Agency. It is staff's responsibility to exercise tight controls over financial management in order to maintain the trust of policy makers and the public at large. However, due to stretched and limited resources it appears that procurement oversight to insure compliance was overlooked during the period covered by this audit.

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II.B. Cash Disbursements/Accounts Payable (Continued)

B.6. Application of Agency Policy – Procurement (Continued)

2008 Management Response (Continued): In the spring of 2008, NCTPA staff began revisiting the Agency's existing procurement manual to ensure compliance with all procurements being undertaken. The procurement manual has been redistributed to all staff, and the "Quick Reference" section of the manual has been extracted and given to all staff as recommended by the Auditor-Controller's office. Additionally, in April, as recommended by NCTPA's Fiscal Manager, in absence of an agency Deputy Director, an agency Program Manager has been appointed NCTPA's Procurement Officer (a role formerly performed by the Deputy Director).

Finally, regular and coordinated staff review of the procurement manual began in June 2008. The Executive Director and agency Program Managers are coordinating an on-going staff education program both through staff meetings and through an upcoming staff retreat/workshop on agency procurement policies and associated staff duties and responsibilities.

2009 Status: Partially Implemented (50%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

B.7. Lack of Formal Policies and Procedures – Petty Cash - Determine if a Petty Cash Policy has been adopted and if the Agency is complying with the requirements of the policy.

2008 Finding: During our examination of cash disbursements, we noted several instances of ineligible expenses improperly reimbursed through petty cash. [See 2009 report for detail] The exceptions noted on the reimbursement are as follows:

- Reimbursement of birthday cakes and birthday cards for Agency Staff. In general, such items are considered gifts and thus prohibited in accordance with the California Constitution, Article XVI, Section 6 [See 2009 report for detail].
- Reimbursement of retirement cake and card for Agency staff. Such item is considered a gift. The California Government Code, Section 26206 governs retirement gifts [See 2009 report for detail]
- Reimbursement of other expenses where the business purpose of such expenditure was not clear from the documentation provided.

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II.B. Cash Disbursements/Accounts Payable (Continued)

B.7. Lack of Formal Policies and Procedures – Petty Cash (Continued)

2008 Recommendation: It was noted that there is no policy or procedure in place surrounding the utilization of the petty cash fund. It is recommended that a policy or procedure be put into place and communicated to Agency staff in order to ensure the propriety of petty cash usage.

It is further recommended that a standardized form be implemented in order to assist in the documentation and review of the disbursement of funds. This form is recommended to include the following elements:

- Date of request
- Employee name
- Dollar amount of request
- Basis of request (advance or reimbursement)
- Date and amount of monies returned, if on advance basis
- Purpose and nature of usage
- Supporting documentation attached (e.g. receipts)
- Signature certification of the employee requesting reimbursement

Implementation of these recommendations will assist in ensuring the accountability and proper usage of the petty cash funds, as well as assist management in reviewing the propriety of such expenditures.

2008 Management Response: NCTPA management understands and concurs with findings and has implemented recommendations, including the standardized form.

2009 Status: Partially Implemented (85%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

B.8. Application of Agency Policy – Travel – Determine if the requirements of the Travel Policy are being consistently applied by Agency staff.

2008 Finding: During our examination of cash disbursements related to travel expense reimbursement forms we noted six (6) instances where expenses were reimbursed that were not in accordance with the Agency's Travel Policy [See 2009 report for detail].

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2012 FOLLOW-UP**

II.B. Cash Disbursements/Accounts Payable (Continued)

B.8. Application of Agency Policy – Travel (Continued)

2008 Finding (Continued): The combined effect of the exceptions aggregated to six (6) instances for a total dollar amount of \$48.17 or less than 1% of the value of our sample. It should be noted however, that we selected three (3) reimbursement forms for testing, all three (3) of which contained exceptions.

2008 Recommendation: The exceptions noted are indicative that a control deficiency exists within the consistency of application of Agency Policies. The underlying cause of this deficiency is noted to be the communication and consistent application of such policies to Agency Staff.

Per Section I of the Travel Policy:

“...its intent is to establish reimbursement schedules under which employees assigned to NCTPA will receive no more than reasonable and necessary reimbursement for travel expenses...”

In order to ensure that the directives of this policy are effectively carried out, it is recommended that the Agency provide training to Agency staff in order to assist them in obtaining a thorough understanding of the conditions under which expenses shall become reimbursable, eligibility of expenses and minimization of costs. This will ensure that staff utilizes the most cost effective travel alternatives, thus minimizing the impact on Agency funds. In addition, this training will assist in the processing and authorization of travel claims, reducing the risk of payment on ineligible expenses.

2008 Management Response: NCTPA management understands and concurs with findings. Review of the Agency’s Travel Policies will be part of the upcoming staff retreat/workshop.

2009 Status: Partially Implemented (50%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

II.C. Contracts

C.1. Administration – Determine if the Procurement manual is being followed for vendors utilized during the period of the engagement.

2008 Finding: During our examination of cash disbursements and receipts, we noted three (3) instances where a contract was noted to not be in place with a particular vendor. [See 2009 report for detail]

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2012 FOLLOW-UP**

II.C. Contracts (Continued)

C.1. Administration (Continued)

2008 Finding (Continued): The instances noted are as follows:

- AT Systems armored car services
- City Bus advertising services
- Blanket purchase orders – we noted several vendors for which a blanket purchase order was set-up as an alternative to a contract.

2008 Recommendation: It is recommended that the Agency perform an annual evaluation of all current vendors to ensure that the requirements of the Procurement Manual have been met. The following factors should be considered:

- Quantitative – the amount of funds expected to be expended with the vendor in the next fiscal year. If this amount is expected to exceed \$25,000, a contract or blanket purchase order should be set-up and the required approvals obtained.

In addition, documentation supporting the reasoning of why the particular vendor was selected by the Agency should be prepared and retained. This documentation should include bids/quotes, requests for proposals or cost analyses gathered or prepared during the evaluation as required by the provisions of the Procurement Manual. A letter of agreement (as required by the Procurement Manual) which details the nature and types of goods or services to be provided to the Agency should be included in the appropriate vendor file.

- Qualitative - the nature of services to be provided should be considered. Those services which pose significant risk to the Agency or are otherwise legally required (such as armored car deposit services) should have a contract set-up even though the quantitative threshold is not expected to be met.

2008 Management Response: In March 2008, NCTPA staff began researching the history and status of contracts which the Agency “assumed” from the City of Napa upon taking over public transportation systems. Between March and May 2008, both AT Systems and City Bus were notified that NCTPA would be issuing Requests for Proposals for providing such services to the Agency. RFPs will be issued in July 2008, and contracts will be put into place upon selection of vendors.

Also in March 2008, NCTPA staff began researching the history and status of vendors with blanket purchase orders approved by the Board. A spreadsheet has been set up to track expenditures against approved amounts to ensure the Agency does not exceed levels approved by the Board. Additionally, staff is preparing for FY 08-09 documentation, cost analyses, and bid/quotes for all blanket purchase orders to come to the Board for approval.

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2012 FOLLOW-UP**

II.C. Contracts (Continued)

C.1. Administration (Continued)

2009 Status: Partially Implemented (50%).

2012 Status: Partially Implemented (75%)

During our review of contracts, we noted the following:

- Alkar – The contract is Alkar’s boiler plate versus the Agency’s. Recommend that legal counsel review the contract and indicate review on the agreement.
- Garda – The contract is Garda’s boiler plate versus the Agency’s and has been in place since August 1, 2005 with automatic renewals. Recommend that legal counsel review the contract and indicate review on the agreement. We also recommend that an RFP or at a minimum quotes from other providers be obtained for the same scope of service to determine if the cost of the armor car service is still fair and reasonable.
- Go West Communications – The original contract term was from October 20, 2004 to June 30, 2006 and is automatically renewed for an additional year at the end of each fiscal year. The contract includes website development, posters, brochures, etc. We recommend terminating the contract since no amounts have been rendered during the current fiscal year as of April 24, 2012 and on November 16, 2011 staff requested the Board’s approval to issue a Request for Proposals for website design.

C.2. Authorization – Review Board packets and minutes to determine if the documents continue to contain sufficient clarity that a reader of the documents can ascertain the level of authorization of significant contract terms.

2008 Finding: During our examination of contracts, we noted three (3) instances where the summarized minutes and board agenda packets did not provide sufficient clarity regarding the scope of authority. [See 2009 report for detail]

2008 Recommendation: It is recommended that approval of all significant contract terms and term extensions be fully documented in the minutes and agenda packets for all Agency contracts. The documentation should include the contract description, maximum obligation under the contract, and term.

2008 Management Response: NCTPA management understands and concurs with the above findings and recommendations. Beginning in June 2008, Board agenda packets and meeting minutes are being modified to reflect implementation of the above recommendation.

2009 Status: Implemented (100%)

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II.C. Contracts (Continued)

C.2. Authorization (Continued)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

C.3. Monitoring – Determine if a consistent mechanism is in place to appropriately track expenditures under a contract or blanket purchase order to ensure that the authorized limits are not exceeded and the expense is within the scope of the contract.

2008 Finding: During our examination of contracts, we noted that the Agency is currently not tracking expenditures under contracts or approved blanket purchase orders. Such tracking is necessary in order to perform a comparison between actual expenditures and expenditures authorized and/or per the executed contract. In addition, contract invoices should be monitored to ensure that they are within contract scope prior to payment. We noted two (2) instances [See 2009 report for detail].

2008 Recommendation: In order to ensure that contracts and blanket purchase orders are not expended in an amount greater than contract and/or Board authorization, it is recommended that the Agency implement a mechanism for each to properly track all expenditures. This mechanism may be implemented through the use of a running balance worksheet in each contract or vendor file. In this manner, paid invoices may be deducted from the executed or authorized dollar amount to be expended. The remaining balance may be easily identified by staff and additional approvals obtained timely, if necessary. It is further recommended that prior to payment on an invoice that is under a contract, the Agency perform the following:

- Review the nature of the invoice to ensure that the expenditure is within contract scope. This will assist in ensuring that the Agency does not remit payments for items or services that are not contractually obligated to be paid by the Agency.
- Review and re-evaluate the remaining contract balance to ensure that sufficient balance exists to make the payment and identify whether additional approvals or contract amendments will need to be made in order to complete the contract. This will ensure that these situations are identified and approved on a timely basis.

In addition, prior to entering into a contract involving blanket purchase orders, Agency staff should ensure that the amount of funds remaining under the purchase order are sufficient to honor the contract.

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II.C. Contracts (Continued)

C.3. Monitoring (Continued)

2008 Management Response: As noted above, Agency staff implemented in the spring of 2008 a tracking mechanism for vendors with blanket purchase orders. Additionally, staff established individual balance sheets for each vendor under contract with the Agency. These sheets include the total contract cost, a running total of payments made, and the remaining balance.

Also as noted earlier, Agency staff has been since the spring of 2008 meticulously engaged in ensuring all expenses are attributed to the proper contracts and budget lines.

2009 Status: Partially Implemented (75%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

II.D. Cash Receipts

D.1. Identification and Accrual of Accounts Receivable – Determine if a mechanism exists to appropriately track, analyze and identify year-end accounts receivable.

2012 Results: The Agency has established a year-end revenue accrual process and performs analysis quarterly to determine outstanding revenues owed to the Agency. No exceptions noted.

D.2. Private Contributions – Determine if the Agency is following the formal policy or procedure governing the acceptance of private contributions or donations adopted prior to February 2, 2009.

2008 Finding: During our examination of cash receipts, we noted one (1) instance where a private contribution was accepted without prior approval from the Board of Directors. Per California Government Code Section 25355: [See 2009 report for detail].

This contribution was related to a roundabout study being conducted by the Agency and represented a dollar amount of \$45,000 or 25% of the value of our sample.

2008 Recommendation: It was noted that there currently is no policy in place governing the acceptance of private contributions or donations by the Agency. Therefore, it is recommended that a policy be adopted by the Board in accordance with California Government Code Section 25355 indicating the thresholds of acceptance as well as the employee designated to accept such gifts.

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2012 FOLLOW-UP**

II.D. Cash Receipts (Continued)

D.2. Private Contributions (Continued)

2008 Management Response: NCTPA management understands and concurs with the above findings and recommendations. Beginning in spring of 2008, NCTPA staff has brought resolutions to the Board for approval to accept private contributions for specific projects. In July 2008 staff will bring to the Board for approval a resolution for approval of accepting private funds in accordance with Government Code section 25355.

2009 Status: Implemented (100%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

D.3. Classification of Revenues – Determine if the Agency has a formal policy or procedure providing guidelines for recording revenues in the proper account and period; and is adhering to the requirements of the policy.

Misapplication of GAAP – Miscellaneous Income

2008 Finding: During our examination of cash receipts we noted one (1) instance where cash received from the City of St. Helena as a loan for the Napa Valley Bike Path Project was booked to account number 48600000 *Other Contributions: Miscellaneous*. We further noted that this amount has not been paid back to the City of St. Helena at the end of fiscal year 2007.

Therefore, this receipt should have been booked as an account payable, not miscellaneous income. This exception represented a total dollar amount of \$20,000 or 11% of the value of our sample.

2008 Recommendation: It is noted that there are no procedures in place surrounding the process of booking cash receipts to the general ledger. Therefore, in conjunction with our recommendation below under *Misclassification of Revenues*, it is recommended that a policy be implemented and communicated to staff which assists in the identification of receipt types and proper accounts in which to book transactions. It is important that Agency staff identify receipts which must be repaid by the Agency in order to properly report accounts payable. Please refer to the Cash Disbursements section of this report *Identification and Accrual of Accounts Payable* for additional information.

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2012 FOLLOW-UP**

II.D. Cash Receipts (Continued)

D.3. Classification of Revenues (Continued)

Misapplication of GAAP – Miscellaneous Income (Continued)

2008 Management Response: As noted above, NCTPA understand and concurs with absolute importance of proper booking of revenue.

Regarding this particular \$20,000 from St. Helena, while NCTPA management agrees “miscellaneous income” was not the appropriate account to receive this money (as 45082300 is the existing account for receiving funds from St. Helena); we must note it is not a payable account. All member agencies will be returned their contributions for the Bike Path Feasibility Study directly through TDA 3 funds which will not pass through NCTPA.

2009 Status: Not Implemented

2012 Status: Implemented (100%)

The Agency provides an explanation page within their budget document that describes what the revenue and expense accounts encompass, i.e. “*Farebox – Revenue collected from farebox and taxi scrip program*”. Additional testing was performed on a sample of cash receipts. No exceptions were noted.

Misclassification of Revenues

2008 Finding: During our examination of cash receipts we noted the misclassification of revenues at the account and budget unit levels. Please note that the exceptions below are based upon our understanding of the nature and types of revenues booked into these classifications. We obtained this knowledge by reviewing the general ledger during our audit and performing inquiries with Agency staff. The objective of such review is to ensure consistency in how transactions are booked into the general ledger. The exceptions noted are attributed to the following circumstances [See 2009 report for detail]:

- Account – We noted four (4) instances where revenue was booked into the improper account number. All four (4) instances were attributed to the receipt of advertising revenues from City Bus. We noted that these receipts were booked into account number 46075410 Farebox.

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II.D. Cash Receipts (Continued)

D.3. Classification of Revenues (Continued)

Misclassification of Revenues (Continued)

2008 Finding (Continued):

- Account (Continued) - Accordingly, revenues generated from advertising do not qualify for purposes of computing the farebox ratio. As such, the revenues should have been booked to a miscellaneous revenue account, such as account number 48600000 Other Revenue. Such a misclassification may result in a potential disallowance from the Federal Transportation Authorities subject to the impact these revenues have on the farebox ratio. The aggregate dollar amount of these exceptions totaled \$2,455.00 and represents less than 1% of the value of our sample. However, these exceptions represent 100% of the advertising revenues selected for testing.
- Budget Unit – We noted five (5) instances where a cash receipt was booked into the improper budget unit.

The combined effect of the aforementioned exceptions aggregated to five (5) instances for a total dollar amount of \$5,568.00. This represents 3% of the value of our sample.

2008 Recommendation: During our testing of these deposits and inquiries with Agency staff, we noted that many of these misclassifications occurred due to general clerical errors. Other instances were attributed to a lack of understanding by the staff regarding the importance of allocating revenues to their proper accounts and budget units.

Therefore, it is recommended that entries made by Agency staff be reviewed by a second individual (as designated by the Executive Director) in order to ensure that the entries are made to the proper account, budget unit and fund.

In conjunction with our recommendation in the Cash Disbursements *Misclassification of Expenses* section of this report, it is recommended that a procedural manual be implemented and communicated to staff emphasizing the importance of analyzing each deposit in order to properly segregate between accounts, budget units, or fund type. This will further enhance the budgeting process in providing accurate and consistent data to management and the Board for the annual budgeting process.

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2012 FOLLOW-UP**

II.D. Cash Receipts (Continued)

D.3. Classification of Revenues (Continued)

Misclassification of Revenues (Continued)

2008 Management Response: As noted above, NCTPA management fully understands its responsibility to exercise tighter controls over financial management and further recognizes the work and intense attention to fine details required to do so. In the spring of 2008, Agency staff began implementing processes for receiving revenue similar to those for accounting for expenses. Spreadsheets have been set up to track expected revenue by fund source, and both a Program Manager and the Fiscal Officer are required to sign off on deposits to ensure they are being posted to the right funds, departments, and accounts.

Also as noted above, NCTPA management wholly concurs with the need for the development of a formal procedural manual including all significant accounting policies of the Agency. Development of this manual is in progress and is expected to be completed early in FY 08-09. Additionally, NCTPA staff is preparing to centralize all the spreadsheets and tracking mechanisms referred to in this report into one Access database.

2009 Status: Partially Implemented (85%)

2012 Status: Implemented (100%)

The Agency provides an explanation page within their budget document that describes what the revenue and expense accounts encompass, i.e. "*Federal: FTA 5303 Planning – FTA transportation planning funds*". Additional testing was performed on a sample of cash receipts. No exceptions were noted.

D.4. Application of Agency Policy – Transit Pass Sales – Determine if the Agency is following a formal policy or procedures governing the process of recording cash receipts attributable to the sale of transit passes handled by the transit contractor.

2008 Finding: During our examination of cash receipts, we noted two (2) deposits attributed to the sale of transit passes at the VINE customer service center on Pearl Street. Sales occurring at this center are handled by the transit contractor (Veolia). We have noted that the contractor currently collects the money attributed to these sales and remits directly to County Treasury on a weekly basis. Sales logs prepared by the contractor are remitted to the Agency on a daily basis and detail the type, quantity, serial number and dollar amount of passes sold. In both instances, we noted that there was no evidence that a reconciliation had been performed by Agency staff to ensure that the monies received

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II.D. Cash Receipts (Continued)

D.4. Application of Agency Policy – Transit Pass Sales (Continued)

2008 Finding (Continued): by County Treasury were intact in comparison to the daily sales logs received. In addition, the passes issued to the customer service center were not reconciled with the passes sold per this daily log. The two (2) deposits selected for testing represented a total dollar amount of \$1,374.00 or less than 1% of the value of our sample. However, as noted, these exceptions represent 100% of the cash receipts selected of this nature.

2008 Recommendation: There are currently no procedures in place surrounding the process of recording cash receipts attributed to the sale of transit passes handled by the transit contractor.

It is recommended that a set of procedures be implemented and communicated to Agency staff governing the recording of these receipts which incorporates the following procedures:

- The daily sales logs should be reviewed and reconciled to the weekly deposit made into County Treasury by contractor personnel. Any differences should be investigated and resolved by Agency staff. This reconciliation should be retained and attached to the weekly deposit.
- The passes sold per the daily sales log should be reconciled to the passes originally issued to the customer service center. This may be achieved by utilizing an excel spreadsheet which indicates the date of issuance, pass type, serial number and corresponding date of sale. In this manner, the Agency may follow-up on passes which appear to have not been sold within a reasonable period. This will ensure that all passes issued by the Agency have been properly accounted for.

It is further recommended that an Agency manager, designated by the Executive Director, perform periodic reviews (e.g. monthly) to ensure that the reconciliations are being performed, retained and reconciling differences are followed-up and resolved on a timely basis.

2008 Management Response: NCTPA management understands and concurs with findings and has implemented the recommended procedures. The Fiscal and Planning Manager will ensure procedures are followed and discrepancies followed-up on in a timely matter.

2009 Status: Partially Implemented (85%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

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II.D. Cash Receipts (Continued)

D.5. Lack of Formal Policies and Procedures – Fare Deposits – Determine if a formal policy or procedure has been established and adhered to governing the recording of fare deposits made by the armored car contractor.

2008 Finding: During our examination of cash receipts, we noted seven (7) deposits attributed to the deposit of VINE fares by AT Systems (armored car service). These fares are collected on-board the VINE buses and then picked up from the transit contractor (Veolia) and deposited directly to County Treasury by AT Systems.

During our testing procedures, we noted that the Agency receives notification of the amount of deposit from County Treasury when AT Systems makes a deposit in addition to a GFI report from the contractor. This GFI report indicates the amount of fare that was collected on-board the VINE buses by demographic; however, it was brought to our attention that the GFI report is sensitive to rough roads and accuracy by the bus drivers. Based upon our testing of these deposits, we noted the following exceptions on all seven (7) deposits:

- There is no evidence that the GFI report submitted by the contractor is being reconciled to the deposit made by AT Systems to ensure that the deposit is being made intact.
- There is no evidence that the amount of fare collected per the GFI report is being reviewed for reasonableness. In addition, the amount of fare collected which is reported as unclassified should be reviewed and investigated to ensure it is not of a significant nature. Unclassified revenue occurs when either the GFI reader is not operating properly or the driver fails to input rider demographics.

The seven (7) deposits tested aggregated to a total dollar amount of \$6,293.83 or 3% of the value of our sample. However, as noted, these exceptions represent 100% of the cash receipts selected of this nature.

2008 Recommendation: There are currently no procedures in place surrounding the recording of fare deposits made by AT Systems. It is recommended that a procedure be implemented and communicated to staff which incorporates the following procedures:

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II.D. Cash Receipts (Continued)

D.5. Lack of Formal Policies and Procedures – Fare Deposits (Continued)

2008 Recommendation (Continued):

- The deposit made by AT Systems should be reviewed and reconciled to the GFI report received by the contractor or at a minimum reviewed for reasonableness. The reconciliation retained should include the following items:
 1. The AT Systems pick-up slip which exhibits the amount of money collected (based upon the GFI report) and contractor signature acknowledging the pick-up.
 2. A report by AT Systems detailing which pick-ups are associated with the deposit made at County Treasury. It was noted that several pick-ups may constitute one deposit.
 3. The GFI report received by the contractor.
 4. A reconciliation between the County Treasury Deposit and the GFI Report or at a minimum a verification of reasonableness. Large reconciling amounts over established limits in a written policy should be investigated and resolved by Agency staff.
- It is further recommended that an Agency manager, designated by the Executive Director, perform periodic reviews (e.g. monthly) to ensure that the verifications of reasonableness are being performed, retained and reconciling differences are followed-up and resolved on a timely basis.

2008 Management Response: In June 2008 Agency staff implemented the following new procedures for the collection, accounting, and reconciling of fares collected on board VINE buses:

1. GFI reports are printed daily for review by the Veolia transit manager. The reports indicate how much money should have been collected in the farebox.
2. When AT Systems collects the money from the fareboxes, the GFI reports are attached to the bags of money.
3. When AT Systems counts the money, a comparison is made between the GFI report and the actual amount of money is collected. Both the total amount collected and the difference in amounts between actual and expected (according to the GFI report) is communicated by email to NCTPA staff.

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II.D. Cash Receipts (Continued)

D.5. Lack of Formal Policies and Procedures – Fare Deposits (Continued)

2008 Management Response (Continued):

4. When AT Systems deposits money into the County Treasury, NCTPA receives a detailed invoice of the deposit. NCTPA's Account Clerk reconciles the deposit amount to the AT Systems collection amount by date.

As this process is new to the Agency, standards for reasonableness regarding reconciling differences between expected fare (per GFI report) and actual fare collected have not yet been established. Enough data will have been collected by July 31, 2008, to establish standards of reasonableness.

2009 Status: Partially Implemented (50%).

2012 Status: Implemented (100%).

No exceptions noted during our examination.

II.E. Employee Training – Determine if training sessions occur with Agency staff on a regular basis to ensure that staff are knowledgeable of the Agency's Policy and Procedures.

2012 Results: The Agency provides Policy and Procedures to new employees and requires that employees complete a form acknowledging that they have read and understand the policy and procedures. No exceptions noted.

II.F. Fixed Assets Monitoring – Determine if a mechanism has been established to ensure that documentation pertaining to federally funded assets is complete and meets the Federal Transportation Administration compliance requirements.

2008 Finding: FTA grantees must keep federally funded equipment and facilities in operating order. Accordingly, the Agency is required to perform oversight and monitoring of assets purchased with federal funds in order to be in compliance with FTA requirements. In conjunction with our examination, we reviewed the NCTPA Grant Management Guide and FTA Compliance Binder maintained by Agency Staff. We noted the following exceptions [See 2009 report for detail]:

1. Monthly and Quarterly Inspections. Inspections are not being performed on a consistent basis and/or sufficient documentation of such inspection is not being retained.

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II.F. Fixed Assets Monitoring (Continued)

2008 Finding (Continued):

1. Monthly and Quarterly Inspections. (Continued) It was specifically noted that the FTA Compliance Binder only contained documentation of site visits through 6/30/2007. Upon request, Agency staff provided the documentation of site inspections performed subsequent to this date. We noted the following:
 - The October 2006 monthly inspection was not performed
 - Documentation of quarterly site visits was not available for review
2. Written Maintenance Plan. Per the NCTPA Grant Management Guide, as outlined above, the Agency is required to obtain a comprehensive facilities and equipment maintenance plan submitted by the contractor on an annual basis.

Per review of the FTA Compliance Binder maintained by Agency staff we noted that there was no evidence of such maintenance plan retained on site by the Agency. The maintenance plan was not available for review upon our request.

3. Inventory Records. Per the FTA Legislation, Regulations & Guidance, Chapter II, Section 3e (Equipment Management) Inventory Records are required.

During our examination of the inventory records, we noted that the inventory record provided to us by Agency staff did not appear to track all of the information required by FTA regulations (such as the location, federal cost participation, project procured under, and acquisition date). In addition, the inventory record did not appear to track equipment purchased by the Agency (utilized by the contractor for bus maintenance and repairs).

We also noted that there is no evidence that the Agency staff is reconciling the actual physical inventory to inventory records as required by FTA regulations. We further noted that the inventory records provided to the Auditor-Controller's Office did not agree to the inventory records maintained by the Agency. In accordance with the sixth amendment of the "NCTPA Joint Exercise of Powers Agreement" Section 6.4.2 "...the Napa County Auditor-Controller shall, acting as the NCTPA Auditor-Controller...maintain inventory any property of NCTPA..."

The Auditor-Controller cannot properly maintain an inventory listing if Agency staff does not properly report purchases. We specifically noted the purchase of the following transit vehicle numbers which were not reported to the Auditor-Controller:

- 630 & 631 – Purchased in fiscal year 05/06
- 632 through 635 – Purchased in fiscal year 06/07
- 211 & 212 – Purchased in fiscal year 05/06

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II.F. Fixed Assets Monitoring (Continued)

2008 Finding (Continued): The failure to provide proper oversight of federally funded assets may result in potential disallowances by Federal Transportation Agencies.

2008 Recommendation: In order to ensure consistent compliance with the Agency's Grant Management Guide procedures and FTA regulations, it is recommended that all documentation be centralized in the FTA Compliance Binder. It is further recommended that an individual is designated to have primary responsibility for ensuring all such requirements have been met and completely documented in the FTA Compliance Binder. This documentation should also incorporate the contractor's annual written maintenance plan of facilities and equipment. Documentation and oversight of the performance of this plan is a key component to the Agency's compliance with FTA regulations.

It is further recommended that the inventory record maintained by the Agency include all federally funded transit vehicles, equipment and parts and include the following elements:

1. Description
2. Identification number
3. Procurement source
4. Acquisition date
5. Cost
6. Percentage of Federal participation in the cost
7. The grant project under which the item was procured
8. Location
9. Use and condition
10. Disposition data, including date of disposal and sales price
11. Who holds title

It is recommended that an annual physical observation be performed by Agency staff to ensure accountability and condition of the federally funded assets. Documentation of such physical observation and resolution of differences, if any, should be maintained in the FTA Compliance Binder. Further, these results should be provided to the Auditor-Controller's Office for verification against the inventory listing maintained in the financial records.

2008 Management Response: NCTPA management understands and concurs with findings and recommendations. The Agency's FTA compliance binder is being updated by staff in preparation for this summer's FTA Triennial Review.

2009 Status: Partially Implemented (50%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

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II.G. Journal Entries - Segregation of Duties – Determine if duties and responsibilities of the journal entry process are segregated to minimize risk.

2008 Finding: During our examination of journal entries made during the period under audit, we noted fourteen (14) instances where proper segregation of duties was not maintained in the approval process. Specifically, these exceptions represent situations where an individual authorized to approve journal entries both created and approved the entry. These instances represented a total value of \$475,470.86 or 84% of the value of our sample.

2008 Recommendation: In order to maintain proper segregation of duties, it is recommended that all journal entries require a secondary signature approval from another individual authorized to do so. This will assist in ensuring the propriety of the journal entry as well as preventing inadvertent errors.

2008 Management Response: NCTPA management fully understands the importance of maintaining procedures appropriately segregating duties and in the spring of 2008 implemented processes to include secondary signature approval on journal entries.

2009 Status: Partially Implemented (90%)

2012 Status: Partially Implemented (95%)

The duties and responsibilities of the journal entry process were segregated to minimize risk during our period of review; however, the following errors were noted:

- The Agency reduced expenses in the process of capitalizing assets. Expenses should not be reduced since their reduction distorts the available budget. Capitalization of assets should occur through the use of a contra expense account. Expenses were reduced in three (3) accounts that were contained in two different budget units for an aggregate amount of \$1,156,580. These reductions were in addition, to the misclassifications noted under section II.A.3.
- During the fiscal year 2011/12, the Agency recorded a receivable in the amount of \$169,500 for TDA capital funds. When the funds were received the amount set up as a receivable was not reversed. This resulted in revenues being overstated.

II.H. Payroll - Segregation of Duties – Determine if duties and responsibilities of the payroll process are segregated to minimize risk.

2008 Finding: During our examination of payroll, we noted that the individuals who are responsible for providing signatory authorization on timesheets either approved their own time sheet or approved timesheets for employees who did not report to them.

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II.H. Payroll - Segregation of Duties (Continued)

2008 Finding (Continued): We also noted that the monthly payroll journal entry to record payroll expense is approved by the Fiscal Planning Manager (authorized to approve timesheets), thus further limiting proper segregation of duties. There was no review or approval of timesheets or of the monthly payroll journal entry by the Executive Director.

2008 Recommendation: In order to maintain proper segregation of duties, it is necessary that a secondary signature authorization be obtained on all time sheets. It is recommended that the Executive Director provide secondary approval or for authorized individuals to approve each other's time sheets. Providing for secondary authorization will assist in ensuring accuracy and propriety of time reporting.

In addition, it is recommended that the monthly journal entry to record payroll expense be reviewed and signed-off by the Executive Director after initial review and sign-off by the Fiscal & Planning Manager.

2008 Management Response: NCTPA management understands and concurs with findings and will implement the above recommendations.

2009 Status: Partially Implemented (85%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

II.I. Financial Manager Role – Determine if the individuals responsible for financial transactions have the necessary background and experience to fulfill the responsibilities of Financial Manager.

2008 Finding: In conjunction with our audit, we have conducted interviews of all Agency staff in order to gain an understanding of the role each position has within the Agency. Based upon these inquiries, we have prepared documents which detail the observed roles and responsibilities for each fiscal position in the Agency. These documents may be found in the Appendices to this report. [See 2009 Report]

During this process, we noted that the Agency currently does not have the position of Finance Manager or a position which sufficiently satisfies the roles and responsibilities of such a position.

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2012 FOLLOW-UP**

II.I. Financial Manager Role (Continued)

2008 Finding (Continued): A Finance Management position would typically be responsible for the following functions:

- Provide for effective management of the day-to-day fiscal operations of an organization.
- Monitor legal and fiscal accountability.
- Prepare financial statements, reports and other fiscal analyses as required.
- Handle all of the professional level accounting functions of an organization, including accounts payable, accounts receivable, general ledger, payroll, and purchasing.
- Coordinate and work cooperatively with internal and external auditors.

2008 Recommendation: It is recommended that the Agency implement a position which provides for the roles and responsibilities of a Finance Manager. This may be achieved by the introduction of a new role or the shifting of existing roles to provide for an Agency staff member to be assigned with this primary responsibility. The following duties are recommended to be assigned to the designated individual [See 2009 report for detail].

In order to effectively implement these recommendations, it is critical that the designated individual possess certain skills or qualifications which will enable the individual to successfully complete assigned duties. Such typical qualifications would be [See 2009 report for detail].

The implementation of such a role will assist the Agency in ensuring that financial practices and operations are conducted in an efficient and appropriate manner.

2008 Management Response: NCTPA management fully understands the importance and influence of organizational structure on the Agency's fiscal administration capacity and competency.

NCTPA presently provides for the roles and responsibilities as detailed above through two Agency positions (Fiscal and Planning Manager and Account Clerk) and a contractual relationship with the County of Napa's Auditor-Controller's office. Since February 2008, Agency staff has been working closely with each other and with the Auditor-Controller's office to more clearly delineate roles and responsibilities.

Although the roles of Agency staff in conjunction with the Auditor-Controller's office all together can provide for effective internal controls, management concurs the Agency's present organizational structure may not have established the most appropriate authority and levels of responsibility to facilitate effective internal controls over financial reporting. And to the extent the Agency's structure and operating style may put the agency at risk regarding financial controls, NCTPA is committed to establishing a Finance Manager as detailed above, either through modified or shifted roles and responsibilities of existing staff or through the creation of a new position in the Agency.

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II.I. Financial Manager Role (Continued)

2009 Status: Partially Implemented (50%)

2012 Status: Implemented (100%)

No exceptions noted during our examination.

II.J. Physical Security – Review the physical security governing the handling and accessibility of the Agency's assets such as petty cash and transit passes.

2008 Finding: Based upon our inquiries with Agency staff and observations during our performance of control testing, we have noted that the key which accesses the Agency's petty cash, cash receipts and transit pass inventory remains in the top desk drawer of the Office Assistant for use by all Agency staff.

It has been further noted that Agency staff do not perform periodic counts of the transit pass inventory on hand. We have, however, noted that the Office Assistant tracks the passes in inventory through the utilization of an Access database. This database was noted to indicate the pass type, serial number and date of issuance/sale. The primary use of this database is to assist the Agency staff with the appropriate timing of orders of new passes. However, based upon the functionality of the Access database, the Agency staff is not able to review for unissued/unsold passes in order to provide accountability for transit passes in inventory on a detailed basis.

2008 Recommendation: It is recommended that the Agency implement the following security measures:

1. Limit access to the filing cabinet where the petty cash, cash receipts and transit passes are kept. This may be achieved by issuing two keys: one to the designated Petty Cash Custodian as primary responsibility and one to the designated back-up. These keys should not remain unattended for use by all Agency staff.
2. Further limit access to the Agency's petty cash by obtaining a separate locking cash box. One key should be issued to the Petty Cash Custodian as primary responsibility. This key should not remain unattended for use by Agency staff. The cash box should not be accessed by Agency staff when the Petty Cash Custodian is out of the office.
3. Conduct periodic counts of petty cash on hand and transit pass inventory (i.e. every six months) to ensure agreement with the accountability of the fund and inventory by type per the Access database, respectively. This will assist in ensuring accountability for cash and passes stored at the Agency.

Implementation of the aforementioned measures will assist in the protection and accountability of cash and transit passes on-hand at the Agency.

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II.J. Physical Security (Continued)

2008 Management Response: NCTPA management understands and concurs with findings and will implement the above recommendations.

2009 Status: Partially Implemented (50%)

2012 Status: Implemented (100%)

Based upon our inquiries and observations with Agency staff, we noted the transit passes are kept in a locked filing cabinet; however, the key is kept in the unlocked top drawer of the Office Assistant's desk. The following alternative steps have been taken to safeguard and account for the passes:

- Passes are pre-numbered
- Request Forms are completed for passes transmitted to other locations
- Release of passes are logged into a spreadsheet
- Inventory of the passes is performed

III. Grant Compliance

III.A. Select two (2) grants – one Federal and one State from the tracking mechanism and perform the subsequent steps.

2012 Results: We selected ARRA Grant #CA-96-X069-01 and Cal Trans Grant #640002.

III.B. Review contracts and grant agreements as well as related laws and regulations, including budget restrictions, if applicable.

2012 Results: We reviewed the ARRA Grant #CA-96-X069-01 and Cal Trans Grant #640002 agreements along with the applicable laws, regulations and related budget restrictions. At the time of our engagement the Agency had not received an operating grant for FY 11/12. In order to minimize risk we also selected Federal Grant #CA-90-Y831-00 from fiscal year 10/11.

III.C. Budget to Actual – Compare budgeted and actual expenses and consider whether the budget has been violated by over expenditure and the consequences, if any, of over expenditure.

2012 Results: No exceptions noted.

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III. Grant Compliance (Continued)

III.D and E. Reimbursements – Track expenses to supporting documents to ensure they pertain to the grant, agree with the reimbursement request and were not used for any other grant.

2012 Results: No exceptions noted.

III.F. Cash Management – Determine if effective cash management is occurring.

2012 Results: No exceptions noted.

III.G. Purpose of Grant – Determine if grants are being utilized in the manner established within the grant documents.

2012 Results: No exceptions noted.

III.H. Matching – Determine if the tracking of Match expenses conforms to the requirements in A-87 (unallowable vs. allowable).

2012 Results: No exceptions noted.

IV. Compliance with Policies and Procedures adopted after December 31, 2008

IV.A. Identification of Policies – Determine if any other policies or procedures have been established other than those recommended in the 2008 Internal Audit.

2012 Results: The following policy and procedures have been adopted since December 31, 2008 other than those recommended in the 2008 Internal Audit:

- Accounting, Audit, and Financial Management (Some components of the Policy and Procedure were requested in the 2008)
- Purchasing Cards
- Communications
- Records Management
- Budget

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**IV. Compliance with Policies and Procedures adopted after December 31, 2008
(Continued)**

IV.B. Compliance Determination – Select a sample of applicable expenditures or revenues to determine if policies and procedures are being followed.

2012 Results: No exceptions were noted; however, we recommend that when transfers between programs exceed a set threshold that they are presented to the Agency's Board. The Finance department is generally who prepares the transfers so having them approve their own work opens the Agency to greater risk.

V. Conclusion

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Agency's management and Board of Directors and is not intended to be and should not be used by anyone other than these specified parties

Tracy A. Schulze
Auditor-Controller

By Karen Dotson-Querin
Karen Dotson-Querin, CPA
Internal Audit Manager

April 26, 2012



July 18, 2012
NCTPA Agenda Item 11.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Tom Roberts, Program Manager-Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Approval to Purchase Six (6) Vehicles for the VINE Fleet

RECOMMENDATION

That the NCTPA Board (1) approve the purchase of 6, 35' El Dorado Access buses from Creative Bus Sales, (2) authorize the Executive Director to purchase either Compressed Natural Gas (CNG) or clean diesel buses depending upon the outcome of an analysis of the overall costs and benefits to transit operations; and (3) authorize the Executive Director to issue a purchase agreement with Creative Bus Sales under NCTPA's membership with CalACT (California Association for Coordinated Transportation) MBTA/CalACT vehicle purchasing cooperative not to exceed \$2,759,000.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Over the past two years the agency has pursued a variety of grants to secure funding for replacement vehicles. At this time the agency is ready to award a purchase contract totaling up to \$2,759,000 with Creative Bus Sales for six, 35' El Dorado Access buses. The agency presently has five such buses on order scheduled for delivery in January, 2013. A detailed description of the vehicles is attached. NCTPA was notified by the Federal Transit Administration of formal award of these new grant funds on July 5, 2012. Vehicle prices will increase after August 13, 2012 therefore, timely action is necessary to take advantage of current prices.

As the agency examines its short and long term goals for the efficient and effective delivery of public transit services in the Valley, a host of variables need to be

considered regarding the selection of vehicle fuel types. Given the need to act expeditiously to take advantage of the current price structure, the Executive Director seeks authorization to determine the appropriate fuel technology for these vehicles and facilitate the purchase on or before August 13, 2012.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes. The agency will expend up to \$2,759,000 in FTA grant and TDA funds

Is it currently budgeted? Yes.

Where is it budgeted? Transit Capital

Is it Mandatory or Discretionary: Discretionary, however funds must be used for the stated purposes in grant.

Future fiscal impact: Reduced maintenance costs.

Consequences if not approved: Delay in purchasing vehicles and subsequent incurred costs.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

On July 5, 2012, NCTPA was formally notified of the award of State of Good Repair (SGR) grant funds for the purchase of six (6), 35' buses. Presently, NCTPA has five (5), 35' CNG and four (4), 40' Diesel, El Dorado Access buses procured through the MBTA/CalACT vehicle purchasing cooperative on order. Because vehicle prices will increase after August 13, 2012, timely action is necessary to take advantage of current prices.

The agency currently has a combination of diesel, unleaded gasoline and CNG vehicles in the fleet. There are a variety of fueling locations in the Napa Valley. However, there is only one location (privately owned) in the Valley to procure CNG. While NCTPA is in the initial stages of exploring adding a CNG fueling facility to the bus yard, a fueling facility is at least two years away. In addition, staff also anticipates CNG line capacity and the physical constraints of the transit yard, both of which could limit the ability to efficiently fuel the fleet.

The advantages to CNG are both environmental and the current cost per gallon equivalent of CNG which is significantly less than the current gasoline and current diesel fuel costs. CNG buses cost approximately \$20,000 more per unit. The standard installation of a CNG fueling facility will likely exceed \$1 million.

Beyond the cost of fuel, it should be noted that CNG buses also generally do not have the range or power of diesel vehicles, must have their tanks periodically replaced, and performance varies depending on weather conditions. Finally, the more CNG vehicles the agency operates without its own fueling facility, the more vulnerable the agency is to cost fluctuations and loss of fueling supplies. In addition, if there are disruptions in CNG deliveries due to an act of nature, the fleet would be inoperable at times when it is most critical buses are available for emergency operations.

The Executive Director would like to further evaluate and consider the CNG versus diesel options associated with this bus procurement. However, given the short deadline, the Board is being requested to approve the purchase of either CNG or diesel buses at the discretion of the Executive Director.

Cost	Diesel	CNG
Six (6), 35' El Dorado Access buses: 32 passengers or 24 passengers and 2 W/C	\$2,640,000	\$2,759,000
Revenue		
FTA State of Good Repair Grant 80%	\$2,221,000	\$2,207,200
Local match (TDA) 20%	\$ 528,000	\$ 551,800

SUPPORTING DOCUMENTS

Attachment: (1) Bus Quotes



Creative Bus Sales

13501 Berson Avenue · Chino, CA 91710 800.326.2877



El Dorado Bus Sales

29220 Pacific Street · Hayward, CA 94544 888.353.6287

CalACT / MBTA Cooperative Bid

Vehicle Type:	Class H - El Dorado National Diesel Access 35' bus	Quote Number	7-EBS-N-2012
Contact:	Tom Roberts	Type of Lift:	<input type="checkbox"/> Braun <input type="checkbox"/> Ricon
Agency:	Napa County Transit	Lift Location:	<input type="checkbox"/> Front <input type="checkbox"/> Rear
Address:	707 Randolph Street, Suite 100	Seat Material D-90:	<input type="checkbox"/> Vinyl <input type="checkbox"/> Cloth <input type="checkbox"/> Repel
City, State, Zip:	Napa, CA 94559	Seat Color:	
Phone:	707-259-8635	Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input type="checkbox"/> No <input type="checkbox"/> Paint
Fax:		Stripe Color:	
E-Mail:		Contract Equipment:	
Quantity:	Description	Price	Ext. Price
1	Class H - El Dorado National Diesel Access 35' bus	\$351,701.00	\$351,701.00
1	Additional Passenger Entry Door	\$5,967.00	\$5,967.00
1	Diagnostic Connector for Engine & Transmission Comp.	\$525.00	\$525.00
1	Aluminum Wheels Machine Finish Upgrade	\$3,000.00	\$3,000.00
1	Aluminum Spare Tire & Wheel	\$832.00	\$832.00
1	Tow Eyes Front	\$0.00	\$0.00
1	Delco 39MT Starter Upgrade	\$660.00	\$660.00
1	I/O Controls G2A 12 Volt Multiplex Wiring System	\$9,500.00	\$9,500.00
1	Upgrade to 4/0 A.W.G Battery Cables	\$450.00	\$450.00
1	Silent Emergency Alarm Switch for Destination Signs	\$175.00	\$175.00
1	Destination Signs Twin Vision Front & Side Signs	\$7,500.00	\$7,500.00
1	Twin Vision Rear LED Route Number Sign	\$1,475.00	\$1,475.00
1	Floor Mounted Directional Signals	\$465.00	\$465.00
1	Speaker Additional (4) Transit Audio	\$300.00	\$300.00
1	Motorola XTL 2500 Hand Held Radio	\$2,650.00	\$2,650.00
1	Radio 2 Way Conduit Pre-Wire	\$375.00	\$375.00
1	PA System Internal Gooseneck Mic W/ 4 Speakers	\$725.00	\$725.00
1	Sportsworld Stainless Steel Bike Rack (2 Bike)	\$1,900.00	\$1,900.00
1	Sound Deadening Material on Inside of Exterior Covering	\$400.00	\$400.00
1	Yellow Powder Coat on all Stanchions and Fare Box Rail	\$500.00	\$500.00
1	Mehr Tip in Transom Passenger Windows	\$0.00	\$0.00
1	LED Turn Signal on Exterior Mirrors	\$110.00	\$110.00
1	Delete Three Position Door Controller	-\$195.00	-\$195.00

1	Add Five Position Door Controller	\$239.00	\$239.00
1	Sensitive Edge for Rear Door	\$280.00	\$280.00
1	Driver's Area Door Air Dump Valve	\$0.00	\$0.00
1	Door Master Switch to Shut off Doors and Interlocks	\$0.00	\$0.00
1	A/C Heat Defrost Front Driver's Area	\$630.00	\$630.00
1	A/C Booster Blower In Streetside A/C Duct	\$250.00	\$250.00
1	Reliance Brushless Motors for T11 A/C System	\$2,665.00	\$2,665.00
1	Heater System Lines Heavy Duty Copper	\$600.00	\$600.00
1	Ameritech Rotron Marine Pump W / Brushless Motors	\$300.00	\$300.00
1	Fare Box Wiring	\$175.00	\$175.00
1	System Signal Pullcord W / Stop Request	\$995.00	\$995.00
1	Faraday Chime for Pullcord System	\$400.00	\$400.00
1	Thermo King Intelligent Reader (1) Set	\$230.50	\$230.50
1	Allison Transmission Extended Warranty 5 Years Unlimited	\$2,860.00	\$2,860.00
1	Thermo King 3rd Year Extended Warranty	\$2,762.00	\$2,762.00
1	Cummins Engine Extended Warranty 5 Years 300,000 Mile	\$6,800.00	\$6,800.00
		Total	ADA
		Base Price	\$357,668.00
		Option Total	\$50,533.50
		Document Prep Fee	\$55.00
		Total	\$408,256.50
		Non-Taxable	\$26,500.00
		Taxable Amount	\$381,756.50
		Tax Total	\$29,586.13
		Sub-Total	\$437,842.63
		Procurement Fee 1.5%	\$2,000.00
		DMV Estimated Fee	\$0.00
		Tire Fee	\$12.25
		Delivery	\$0.00
		Total	\$439,854.88
		Number of Units	6
		Final Total	\$2,639,129.27

Napa County Transit Revision 4



Creative Bus Sales

13501 Benson Avenue · Chino, CA 91710 800.326.2877



El Dorado Bus Sales

29220 Pacific Street · Hayward, CA 94544 888.353.6287

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City, State, Zip:		Napa, CA 94559		Seat Color:	
Phone:		707-259-8635		Reflective Stripes:	<input type="checkbox"/> Yes (2) 5" <input type="checkbox"/> No <input type="checkbox"/> Paint
Fax:				Stripes Color:	
E-Mail:				Contract Equipment:	
Quantity:	Description	Price	Ext. Price	ADA	
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1	Additional Passenger Entry Door	\$5,967.00	\$5,967.00		
1	Diagnostic Connector for Engine & Transmission Comp.	\$525.00	\$525.00		
1	CNG Fuel Uploading System	\$588.00	\$588.00		
1	Aluminum Wheels Machine Finish Upgrade	\$3,000.00	\$3,000.00		
1	Aluminum Spare Tire & Wheel	\$832.00	\$832.00		
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