

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559



## Agenda - Final

**Wednesday, March 21, 2018**  
**1:30 PM**

**NVTA Conference Room**

### **NVTA Board of Directors**

All materials relating to an agenda item for an open session of a regular meeting of the NVTA Board of Directors are posted on our website at <https://nctpa.legistar.com/Calendar.aspx> at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTA Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NVTA holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NVTA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

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

This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8631 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 NVTA website at <https://nctpa.legistar.com/Calendar.aspx>

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

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's and Association of Bay Area Governments (ABAG) Update
7. Executive Director's Update
8. Caltrans' Update

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

#### **9. CONSENT AGENDA ITEMS (9.1)**

- 9.1                      **Meeting Minutes of February 21, 2018 (Karrie Sanderlin) (Pages 7-13)**

**Recommendation:** Board action will approve the meeting minutes of February 21, 2018.

**Estimated Time:** 1:45 p.m.

**Attachments:**        [Draft Minutes.pdf](#)

**9.2 Proposed Organizational Restructure of the Napa Valley Transportation Authority (NVTB) (Karrie Sanderlin) (Pages 14-20)**

**Recommendation:** Board action will approve:

- (1) Re-title the Public Information Officer to Marketing and Communications Specialist;
- (2) Approve the Marketing and Communications Specialist job description (Attachment 1); and
- (3) Approve the Organizational Chart (Attachment 2).

**Estimated Time:** 1:45 p.m.

**Attachments:** [Staff Report.pdf](#)

**10. REGULAR AGENDA ITEMS**

**10.1 Approval of the State Route 37 (SR 37) Transportation and Sea Level Rise Corridor Improvement Plan (Danielle Schmitz) (Pages 21-72)**

**Recommendation:** Board action will approve the SR 37 Transportation and Sea Level Rise Corridor Improvement Plan.

**Estimated Time:** 1:45 p.m.

**Attachments:** [Staff Report.pdf](#)

**10.2 Approval of Professional Services Agreements in Response to Request for Qualifications (RFQ) 2017-17 for On-Call Engineer/Architect and Project Delivery Services (Herb Fredricksen) (Pages 73-134)**

**Recommendation:** Board action will authorize the Executive Director to execute, and make minor modifications to seventeen (17) Professional Services agreements for on-call engineer/architect and project delivery services, each for a term not to exceed five (5) total years.

**Estimated Time:** 2:10 p.m.

**Attachments:** [Staff Report.pdf](#)

**10.3 Federal and State Legislative Updates and State Bill Matrix (Kate Miller) (Pages 135-155)**

**Recommendation:** The Board will receive the monthly Federal and State Legislative updates, and approve board position recommendations for bills on the State Bill Matrix.

**Estimated Time:** 2:15 p.m.

**Attachments:** [Staff Report.pdf](#)

**11. FUTURE AGENDA ITEMS**

**12. ADJOURNMENT**

**12.1 Approval of Next Regular Meeting Date of April 18, 2018 at 1:30 p.m. and Adjournment**

**Estimated Time:** 2:30 p.m.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. on Thursday, March 15, 2018.

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Kathy Alexander, NVTA Deputy Board Secretary

## Glossary of Acronyms

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

## Glossary of Acronyms

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

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

March 21, 2018  
NVTB Agenda Item 9.1  
Continued From: New  
**Action Requested: APPROVE**

625 Burnell Street  
Napa, CA 94559

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Wednesday, February 21, 2018

1:30 PM

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**\*\*\*\*\*SPECIAL MEETING\*\*\*\*\***

**Location: City of Napa Council Chambers  
955 School Street, Napa CA 94559**

**1. Call to Order**

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

**2. Pledge of Allegiance**

Chair White led the Pledge of Allegiance.

**3. Roll Call**

Leon Garcia  
Alan Galbraith  
James Barnes  
Chris Canning  
Alfredo Pedroza  
Scott Sedgley  
Mark Joseph  
John F. Dunbar  
Peter White  
Doris Gentry  
Kerri Dorman  
Belia Ramos  
Beth Kahiga

**4. Adoption of the Agenda**

**Motion MOVED by GALBRAITH, SECONDED by CANNING to APPROVE adoption of the agenda.**

**Motion carried by the following vote:**

**Aye:** 24 - Garcia, Galbraith, Barnes, Canning, Pedroza, Sedgley, Joseph, Dunbar, White, Gentry, Dorman, and Ramos

**5. Public Comment**

None

## 6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's (MTC), and Association of Bay Area Governments (ABAG) Update

### Board Members' Update

Member Dunbar thanked NVTA Staff [Kathy Alexander] for making the arrangements for the Autonomous Vehicle demonstrations in Concord [at the Navy Base] and at Bishop Ranch [San Ramon].

Members Joseph and Gentry requested staff to make another Autonomous Vehicle demonstration trip for the Board members who were unable to attend the first demonstration.

### MTC Commissioners' Update

Alfredo Pedroza reported on recent MTC activities.

## 7. Executive Director's Update

### Kate Miller, Executive Director

- Reported that the four north bay CMA executive directors participated in a SMART high rail tour on January 22nd and discussed how they might work together to bring SMART to the Suisun Amtrak Station. Another high rail tour for the four north bay commissioners is also being planned and will work together to submit a rail expansion feasibility study application to Caltrans this fall to study the project.
- Reported that on May 22nd NVTA will be honored for its RidetheVine app at the annual Women's Transportation Seminar scholarship and awards dinner in Oakland. Staff has reached out to the Board – please let us know if you would like to attend the event.
- Reported that staff and members of the board went to see the GoMentum Autonomous Vehicle (AV) Demonstration area at the Navy Base in Concord and took a ride on the AV at Bishop Ranch in San Ramon. Attendees were able to see a Google car and speak to the researchers. They also were able to look at the onboard equipment to get an understanding of what the vehicle sees with external cameras and LIDAR (light detection and ranging) equipment.
- Reported that NVTA will again partner with BottleRock to offer free extended service during the Memorial Day weekend concert series. BottleRock and the Vintners are making \$10k contributions each to the agency.
- Reported that staff met with Scott Goldie and Greg Brun of the Wine Train to talk about partnering on a proposed development that would include ground floor retail and up to 100 work force housing units on the parcel just west of the transit center. NVTA's contribution will include building a pedestrian connection to the facility and improve pedestrian access between the SGTC/Wine Train TOD and Oxbox/Bypass and downtown Napa ideally via a pedestrian bridge cantilevered from the wine train bridge

## 8. Caltrans' Update

No oral report provided by Caltrans, however, the February 2018 Caltrans Reporting Memo was provided for review.

## 9. CONSENT AGENDA ITEMS (9.1 - 9.5)

Motion MOVED by GENTRY, SECONDED by JOSEPH to APPROVE Consent Agenda Items 9.1 - 9.5.

Motion carried by the following vote:

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



**9.1** Meeting Minutes of January 17, 2018 (Karrie Sanderlin) (Pages 9-14)

**Attachments:** [Draft Minutes](#)

Board action approved the meeting minutes of January 17, 2018.

**9.2** Resolution No. 18-06 Authorizing the Destruction of Certain Agency Records (Karrie Sanderlin) (Pages 15-27)

**Attachments:** [Staff Report](#)

Board action approved Resolution No. 18-05 authorizing the destruction of certain agency records as provided by Section 34090 of the Government Code of the State of California.

**9.3** Citizen Advisory Committee (CAC) Member Appointment (Danielle Schmitz) (Pages 28-35)

**Attachments:** [Staff Report](#)

Board action approved the appointment of Scott Owens as the Town of Yountville representative to the CAC.

**9.4** Resolution No. 18-07 Adopting the Transportation Fund for Clean Air (TFCA) Program Manager Expenditure Plan for Fiscal Year End (FYE) 2019 and Authorizing Issuance of a Call for Projects (Diana Meehan) (Pages 36-55)

**Attachments:** [Staff Report](#)

Board action approved Resolution No. 18-07 adopting the TFCA Program Manager Expenditure Plan and the issuance of a Call for Projects for FYE 2019

**9.5** Resolution No. 18-08 Authorizing the Award for Federal Funding through the Federal Fiscal Year (FFY) 2017 Section 5339(c) Low or No Emission Vehicle Program and Committing a Local Match for the NVTA Vine Transit Zero Emission Bus (ZEB) Project (Justin Paniagua) (Pages 56-60)

**Attachments:** [Staff Report](#)

Board action approved Resolution No. 18-08 authorizing NVTA to receive Federal funding through FFY 2017 Federal Transit Administration Section 5339(c) Low or No Emission Bus Program and committing to a minimum local match of twenty percent (20%) for the Vine Transit Zero Emission Bus Project.

**10. REGULAR AGENDA ITEMS**

**10.1** Amendment No. 5 to Project Work Order No. 01 to On-Call Planning Service Agreement 15-27 with Rincon Consultants (Rebecca Schenck) (Pages 61-68)

**Attachments:** [Staff Report](#)

Staff reviewed the proposed modifications to the design of Vine Transit Maintenance Bus Facility. The proposed modifications to the site plan involve only minor changes to the proposed project. Notable modifications proposed include:

- increasing the size of the office/operations building;
- decreasing the size of the bus maintenance building;
- constructing a separate bus wash building rather than integrating that function into the maintenance building;
- switching the approximate locations of the proposed office and maintenance buildings on the site;
- changing the number and configuration of proposed parking spaces; and
- changing the configuration of driveway access from Sheehy Court.

In addition, staff recommended the addition of solar panel arrays on building rooftops and as canopies over parking areas.

Motion MOVED by PEDROZA, SECONDED by GALBRAITH to APPROVE (1) Amendment No. 5 to Project Work Order No. 01 to On-Call Planning Service Agreement No. 15-27 with Rincon Consultants Inc. for tasks associated with preparing an Addendum to the certified Environmental Impact Report (EIR), pursuant to the California Environmental Quality Act (CEQA) Guidelines in an amount not to exceed \$11,276; and (2) Authorizing an Administrative Modification of up to 10% of the Amendment to allow for minor variations within the project scope. Motion carried by the following vote:

**Aye:** 24 - Garcia, Galbraith, Barnes, Canning, Pedroza, Sedgley, Joseph, Dunbar, White, Gentry, Dorman, and Ramos

**10.2** Fiscal Year (FY) 2017-18 Second Quarter Vine Transit Operational Summary Report (Matthew Wilcox) (Pages 69-74)

**Attachments:** [Staff Report](#)

**Information Only / No Action Taken.**

The Board received a report summarizing the Vine Transit Performance statistics and an overview of current transit projects for the second quarter of FY 2017-18.

**10.3** Napa Valley Transportation Authority (NVTB) Second Quarter Fiscal Year (FY) 2017-18 Financials, Budget Adjustment and 5-Year Forecast (Justin Paniagua) (Pages 75-80)

**Attachments:** [Staff Report](#)

**Information Only / No Action Taken**

The Board received the agency's financial performance compared to budget for the second quarter of FY 2017-18 period and 5-year forecast.

**10.4** NVTA Agreement No. 18-02 with Center for Technology and the Environment (CTE) (Justin Paniagua) (Pages 81-112)

Attachments: [Staff Report](#)

NVTA was awarded federal grant funds for the Vine Transit Zero Emission Bus Program for the acquisition of five (5) 30' all electric buses, charging infrastructure, and technical consulting services for the procurement of the vehicles. The Center for Technology and the Environment (CTE) will provide project management and technical assistance before procurement, during the vehicles build-out and after deployment. The goal of partnering with CTE is to use the firms experience and expertise to mitigate potential risks associated with implementing new technologies.

**Motion MOVED by GARCIA, SECONDED by GALBRAITH to APPROVE NVTA Agreement No. 18-02 with the Center of Technology and the Environment (CTE) in an amount not to exceed \$461,200. Motion carried by the following vote:**

**Aye:** 24 - Garcia, Galbraith, Barnes, Canning, Pedroza, Sedgley, Joseph, Dunbar, White, Gentry, Dorman, and Ramos

**10.5** Resolution No. 18-09 Adopting a Policy Prioritizing State Highway Projects for the Senate Bill 1, Local Partnership Program (LPP) Formula Funds (Danielle Schmitz) (Pages 113-119)

Attachments: [Staff Report](#)

NVTA is expected to receive an estimated \$326,000 in Fiscal Year (FY) 2018-19 of the first cycle of the Formulaic Program of the Local Partnership Program (LPP). Staff recommended that the LPP funds be used for projects most effective at reducing congestion on the highways and to match federal and state fund sources. NVTA staff recommended the NVTA board approve the revised Resolution No. 18-09 (Handout 6) adopting a policy that would earmark LPP funds for regionally significant projects on the state highway system. Staff noted that item #4 in the revised resolution reads: Give priority to regionally significant projects located on the state highway system and parallel routes thereof.

The Technical Advisory Committee (TAC) also recommended that the Board approve a LPP formula fund policy that prioritize funds towards regionally significant highway projects but would allow local jurisdictions to use the LPP funds to fill funding shortfalls on local projects that already have federal and/or state funds programmed, and that have no other means to gap the funding shortfall to be considered on a case by case basis.

**Motion MOVED by GARCIA, SECONDED by RAMOS to APPROVE Resolution No. 18-09, as amended, adopting a Policy Prioritizing State Highway Projects for the Local Partnership Program (LPP) Formulaic Funds. Motion carried by the following vote:**

**Aye:** 24 - Garcia, Galbraith, Barnes, Canning, Pedroza, Sedgley, Joseph, Dunbar, White, Gentry, Dorman, and Ramos

## 10.6 Federal and State Legislative Updates and State Bill Matrix (Kate Miller) (Pages 120-142)

Attachments: [Staff Report](#)

The Board received the monthly Federal and State Legislative updates and took the following actions on the recommendations on proposed legislation included in the State Bill Matrix.

Motion MOVED by BARNES, SECONDED by GARCIA to APPROVE a Support Position on Proposition 69/ACA 5. Motion carried by the following vote:

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

Nay: 0

Motion MOVED by GENTRY, SECONDED by JOSEPH to OPPOSE AB 1759 (McCarty D). Motion carried by the following vote:

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

Nay: 0

Motion MOVED by DUNBAR, SECONDED by GARCIA to APPROVE a Watch Position, with BARNES AND GALBRAITH OPPOSED, on AB 1866 (Fong R). Motion carried by the following vote:

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

Nay: 2 - Barnes, Galbraith

Motion MOVED by DUNBAR, SECONDED by GARCIA to APPROVE Support on AB 1901 (Obernolte R). Motion carried by the following vote:

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

Nay: 0

Motion MOVED by CANNING, SECONDED by GARCIA to APPROVE a Watch position on SB 760 (Weiner D). Motion carried by the following vote:

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

Nay: 0

Motion MOVED by JOSEPH, SECONDED by RAMOS to APPROVE a Watch Position, with GENTRY OPPOSED, on SB 827 (Weiner D). Further, the Board directed staff to provide a more detailed analysis on the bill at the next meeting. Motion carried by the following vote:

Aye: 19 - Garcia, Galbraith, Barnes, Canning, Sedgley, Pedroza, Joseph, Dunbar, White, Dorman, and Ramos

Nay: 5 - Gentry

## 11. FUTURE AGENDA ITEMS

None

## 12. ADJOURNMENT

**12.1** Approval of Next Regular Meeting Date of March 21, 2018 at 1:30 p.m. and Adjournment

**Motion MOVED by CANNING, SECONDED by GALBRAITH to APPROVE the next meeting date of March 21, 2018 at 1:30 p.m. and adjournment. Motion carried by the following vote:**

**Aye:** 24 - Garcia, Galbraith, Barnes, Canning, Pedroza, Sedgley, Joseph, Dunbar, White, Gentry, Dorman, and Ramos

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Karalyn E. Sanderlin, NVTB Board Secretary



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Karrie Sanderlin, Program Manager-Administration and Human Resources  
(707) 259-8633 / Email: [ksanderlin@nvta.ca.gov](mailto:ksanderlin@nvta.ca.gov)  
**SUBJECT:** Organizational Restructure of the Napa Valley Transportation Authority (NVTA)

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board:  
(1) Re-title the Public Information Officer to Marketing and Communications Specialist;  
(2) Approve the Marketing and Communications Specialist job description (Attachment 1); and  
(3) Approve the Organizational Chart (Attachment 2).

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

NVTA is proposing an organizational restructure by converting the Public Information Officer position to a Marketing and Communications Specialist to better serve the needs of the Agency.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a Fiscal Impact? No. The salary classification and range of the Marketing and Communications Specialist is equivalent to the Public Information Officer.

### **CEQA REQUIREMENTS**

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

### **BACKGROUND AND DISCUSSION**

The Board of Directors approved the position of the Public Information Officer in September 2015. Since then, the needs of NVTA have been further refined and greater emphasis has been placed on marketing and public outreach. These areas of responsibilities will become significantly more important as the agency moves forward with a number of important plans and projects.

Including the Executive Director, NVTA has fourteen (14) full time employees (one position currently vacant) and one part-time employee. The reorganization will not add any additional positions.

### **SUPPORTING DOCUMENTS**

Attachments: (1) Marketing and Communications Specialist Job Description  
(2) Revised NVTA Organizational Chart

NVRTA Title: **MARKETING AND COMMUNICATIONS SPECIALIST**  
FLSA: Non-Exempt  
Salary Range See Current Salary Resolution  
Last Amended: - 03/21/2018

### **DEFINITION**

Under administrative direction, acts as Napa Valley Transportation Authority's Marketing and Communications Specialist; coordinates public information/public relations activities through a variety of communications media and community resources; assumes responsibility for the ongoing management and growth of the agency's social media and public outreach/community presence.

The NVRTA is a joint powers organization consisting of the County of Napa, the cities of American Canyon, Napa, St. Helena, Calistoga, and the Town of Yountville and serves as the congestion management agency and public transit provider jointly engaged in the coordination of transportation planning, programs and systems.

### **CLASS CHARACTERISTICS**

Under administrative direction of the Executive Director, the Marketing and Communications Specialist will coordinate the public information and communication activities; prepare and disseminate information concerning the activities of the NVRTA; coordinate public information activities with member jurisdictions and other organizations; manage the agency's social media platforms, and assist and advise the agency on information strategies and techniques. This position requires independent judgement and the ability to make decisions in recommending, implementing and coordinating information. The incumbent must be highly skilled in the area of public relations, communications, marketing, intergovernmental relations, and governmental operations; must work within broad policy guidelines establishing, interpreting, and carrying out agency policies.

### **SUPERVISION RECEIVED AND EXERCISED**

Administrative direction is received from the Executive Director with day to day oversight from the Director of Programs, Projects and Planning and the Director of Administration, Finance and Policy, or designee.

The incumbent may directly or indirectly supervise employees.

### **ESSENTIAL FUNCTIONS**

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



1. Act as the public relations representative for the NVTA, including maintaining the agency's social media (Facebook, Twitter, Instagram, and Next Door) platforms and websites.
2. Establish marketing and outreach strategies and objectives for various plans, projects, and programs.
3. Develop and implement a marketing plan for the Vine Transit system.
4. Develop, procure, and maintain informational and promotional materials concerning the operations, programs, and services of NVTA and dissemination to the public.
5. Research, write, and arrange for the publication and distribution of press releases, newspaper articles, bulletins, pamphlets, and other news and promotional materials concerning NVTA programs, services, accomplishments and events of public interest.
6. Coordinate press release distribution to the media; review print media and maintain a file of press clippings regarding agency activities.
7. Respond to requests for information from print and broadcast media and arrange press conferences.
8. Develop and administer policies, procedures, and practices as needed.
9. Perform complex and highly responsible administrative work, which requires a thorough knowledge of governmental operations, procedures, policies, rules and regulations.
10. Exercise sound judgement and make decisions related to the content of NVTA's website and social media platforms.
11. Monitor and analyze federal and state legislation as it pertains to NVTA and its functions.
12. Prepare administrative reports and correspondences.
13. Manage website and graphic artist contractors.
14. Organize, coordinate, and attend/participate in public/community promotional activities and events including evening and weekend events as needed.
15. Develop and monitor marketing budget.
16. Perform related duties as assigned.

### **QUALIFICATIONS GUIDELINES**

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

**Education:** Equivalent to a bachelor's degree from an accredited four year college or university with major coursework in communications, public relations, public policy,

business or public administration, marketing, general management, or a closely related field.

Experience: Three years of responsible administrative experience involving public communications/public relations, public contact working with governmental boards or commissions, experience working with governing bodies and/or elected officials in a local government office is preferred. General related skills and experience will be considered.

Bilingual in Spanish (oral and written) highly desirable, but not required.

## **REQUIRED KNOWLEDGE AND ABILITIES**

### *Knowledge of:*

- Principles, practices, public relations and marketing.
- Principles, techniques, and methods to plan, develop, and coordinate an effective public information/education and media outreach program.
- Principles and practices of communications and public relations including an understanding of the requirements of various media platforms.
- Working knowledge and real-world experience in planning, managing, and executing social media and marketing initiatives.
- Experience planning social media campaigns; knowledge of social media legal guidelines.
- Knowledge of emerging communication technologies and platforms.
- Knowledge of public sector transportation (desirable but not required).
- Understanding of government public agencies, including the role of an elected Board and public committee structures.

### *Ability to:*

- Represent the NVTA in public relations matters; explain policies and services of NVTA.
- Organize and direct public information operations.
- Develop and implement policies, program objectives, procedures, and evaluation techniques.
- Make decisions exercising independent judgement.
- Maintain confidentiality of sensitive information.
- Establish and interpret policies and procedures.
- Write and/or edit pamphlet articles, speeches, scripts, and other materials for public release.

- Establish priorities, meet deadlines, and exercise sound judgement; oversee, assign and coordinate with work of assigned staff.
- Analyze situations accurately and take effective action.
- Communicate effectively, both verbally and in writing.
- Prepare and maintain accurate and detailed records.
- Oversee and manage consultant staff on special projects.
- Establish and maintain effective working relationships with staff, the public, the news media, and other representatives outside the agency.
- Operate a variety of equipment including computers, cameras, scanners and related office and public information equipment.
- Working knowledge of Microsoft Office Suite, including PowerPoint and Publisher.
- Working knowledge of or aptitude to learn graphic design software such as Adobe Illustrator and Adobe Photoshop or other similar software.
- GIS mapping skills desirable but not required.

### **PHYSICAL DEMANDS**

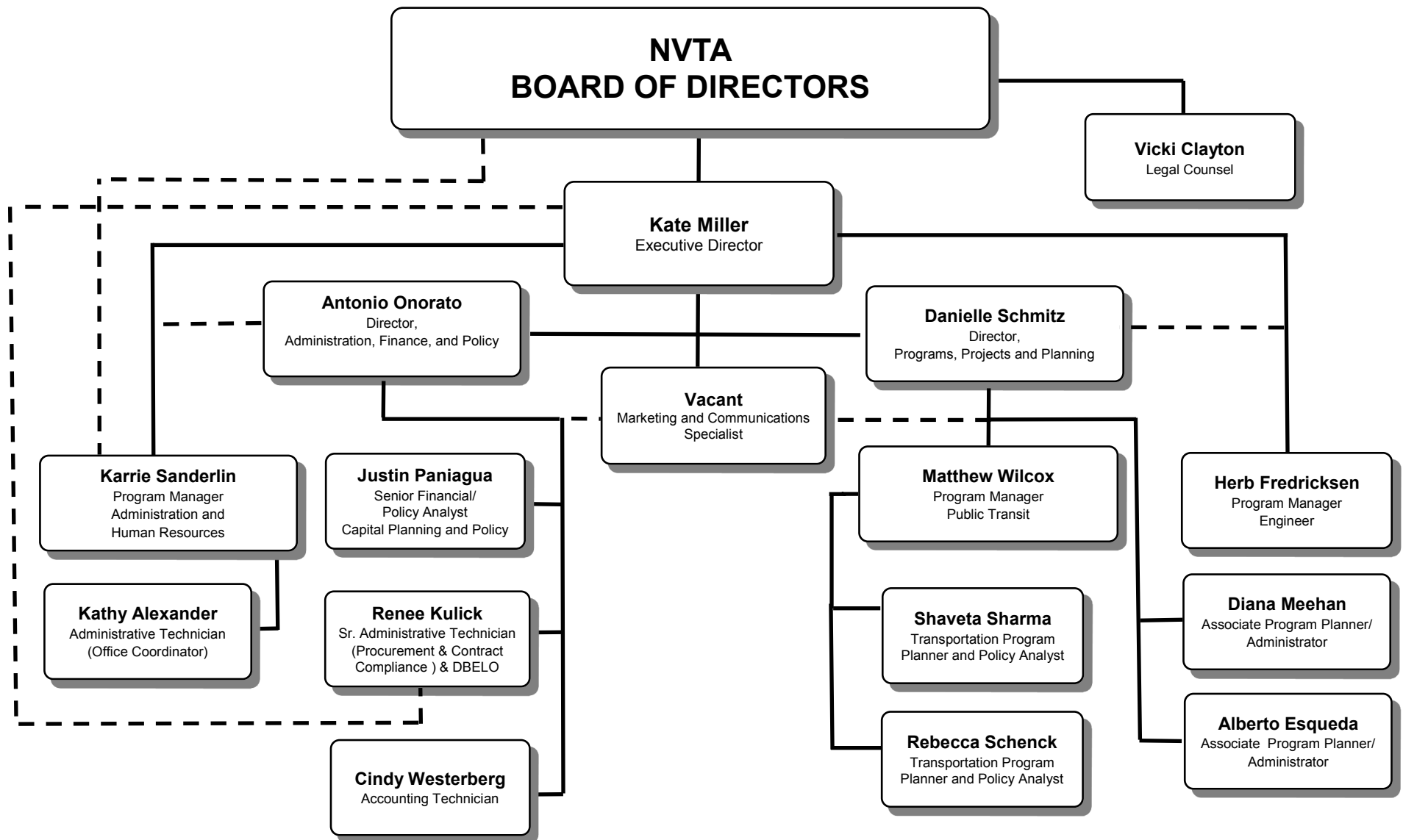
While performing this job, the employee is regularly required to walk; sit; use hands to handle objects; operate keyboards, tools, or controls; and make condition assessments. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential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

### **REQUIRED LICENSES OR CERTIFICATES:**

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

# NVTA Organizational Chart

ATTACHMENT 2  
NVTA Board Agenda Item 9.2  
March 21, 2018



Approved: 7/19/2017  
Updated: 8/28/2017  
Updated: 10/23/2017



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## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Letter

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**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Danielle Schmitz, Director – Programs, Projects, and Planning  
(707) 253-5968 / Email: [dschmitz@nvta.ca.gov](mailto:dschmitz@nvta.ca.gov)  
**SUBJECT:** Approval of the State Route 37 (SR 3 Transportation and Sea Level Rise Corridor Improvement Plan

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#### **RECOMMENDATION**

As a member of the SR 37 Policy Committee, the Napa Valley Transportation Authority (NVRTA) Board approve the SR 37 Transportation and Sea Level Rise Corridor Improvement Plan (Attachment 1).

#### **COMMITTEE RECOMMENDATION**

None. The Technical Advisory Committee (TAC) was informed of the draft SR Transportation and Sea Level Rise Corridor Improvement Plan when it was released in September 2017 for comment and was informed about public outreach opportunities such as the SR 37 Open House series and the online survey.

#### **EXECUTIVE SUMMARY**

The SR 37 Corridor Plan is complete with the Draft Plan released for comments in September 2017, followed by a series of Public Open Houses in September and October 2017 and an online survey, and focus groups conducted in each of the four North Bay counties that concluded in February of this year. The Plan provides a summary of priority studies and current data related to traffic congestion and sea level rise vulnerability. It also offers three potential strategies as part of the traffic and sea level rise vulnerability assessment: 1) Retreat, 2) Protect and 3) Accommodate. Lastly, the Plan offers near, mid and long term solutions with an acknowledgment of Segment B as the priority segment for a more detailed traffic operations analysis and preliminary engineering design. This analysis, along with forecasted demand and growth, will be the basis for near-term and mid- to long-term improvements recommended for Segment B in the Project Initiation Document (PID) which is now underway. The PID document for

Segment B is being led by Solano Transportation Authority (STA). NVTA staff will continue to participate in the planning and design stages of the project.

### **PROCEDURAL REQUIREMENTS**

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

### **FISCAL IMPACT**

Is there a Fiscal Impact?      No

### **CEQA REQUIREMENTS**

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

### **BACKGROUND AND DISCUSSION**

SR 37 is a 21-mile long corridor from Hwy 101 in Marin County to I-80 in Solano County. It is recognized as the North Bay's most heavily used east/west highway serving commuters and visitors. The corridor is highly congested and travelers suffer significant travel delay. The corridor is also impacted by uneven subsidence and intermittent storm-related flooding in several areas. Almost the entire length of the corridor between Novato and Vallejo is predicted to become permanently submerged as sea levels rise if modifications are not made. This would result in traffic overflow on existing parallel corridors that are not equipped to handle it, causing economic loss and reduced opportunity for disadvantaged community residents who commute from Solano to Marin and Sonoma counties.

A significant portion of the corridor traverses one of the Bay Area's largest remaining tidal marsh environments, known as the San Pablo Baylands. Federal and state agencies, as well as numerous non-profit environmental conservation organizations, have invested concerted effort on ecosystem planning, wetland acquisition, and habitat restoration for over three decades, guided since 1999 by the comprehensive science-based Baylands Ecosystem Habitat Goals Report and its 2015 update.

The SR 37 Corridor has been divided into three Segments, Segment A which is located in Marin and Sonoma Counties, Segment B which is located in Solano and Sonoma Counties, and Segment C which is located in Solano County. Most of the immediate traffic congestion problems are a result of the roadway in Segment B, from SR 37/SR 121 Sonoma County to the Mare Island Interchange in Solano County. Segment B includes two lanes, while Segments A and C have four to six lanes. All three segments continue

to experience daily traffic congestion and are projected to be impacted by future sea level rise and are vulnerable to near-term flooding.

In 2015, Marin, Sonoma, Napa, and Solano transportation agencies approved a Memorandum of Understanding (MOU) that committed them to cooperatively guide the intentions and strategies for the overall framework and funding strategy for the entire SR 37 Corridor. Oversight and policy direction is provided by a 12-person 4-County Policy Committee, comprised of 3 representatives from each county.

The Metropolitan Transportation Commission (MTC) and the four North Bay CMAs have funded a SR 37 Transportation and Sea Level Rise Corridor Improvement Plan in an effort to address congestion and sea level rise impacts on the corridor. The Corridor Plan sets the groundwork for the Project Initiation Document (PID) that is now being led by Solano Transportation Authority (STA). This document is a necessary precursor to an Environmental Document as it assists in developing a project scope and a purpose and needs statement for the project. The PID will focus on project specific design alternatives and mid to long-term improvements for Segment B (SR 37 from Mare Island Intersection in Solano County to SR 121/SR 37 Intersection in Sonoma County).

The Project Leadership Team, made-up of staff from the four North Bay County CMAs, Caltrans and the Metropolitan Transportation Commission (MTC) is actively engaging the environmental community through several workshops, to take into account environmental objectives as part of Segment B design options.

Several comments were received on the Draft Plan and are provided in this report with responses from the Project Leadership Team (Attachment 2). Comments will be included in the Appendices of the Plan. The majority of the comments had reoccurring themes such as providing transit options and alternative commute modes along the corridor like rail and transit/vanpool, integrating not mitigating the environmental impacts to the wetlands and biological resources, concerns over equity issues around tolling and privatization of the roadway, and the need for near term improvements due to flooding and long-term sea level rise adaptation strategies.

In addition to the public open houses, the Project Leadership Team conducted an online survey which garnered over 3,700 responses (11% from Napa County). Most respondents worked in Marin and San Francisco counties and lived in Solano, Napa and Sonoma counties. Over 50% of the survey respondents used SR 37 daily or a few times a week for commute purposes. The majority of respondents drove alone (79%), and 19% carpooled. Segment A was the most frequently traveled segment with many respondents using Lakeville Highway (SR 116) and SR 121 as alternate routes. Approximately 30% of respondents said they would use transit (bus/ferry/rail) if a viable option was available and 53% were willing to consider alternative funding options to help speed up improvements. The number one concern of survey respondents was traffic congestion (75%), followed by road safety concerns (35%), flooding (15%) and environmental concerns (8%).

Through the completion of the SR 37 Corridor Plan, the roadmap addressing current and anticipated issues on the highway has been set and the next step is to get into detailed design work to tackle some of the most pressing issues on the Corridor which are the near-term flooding issues and the traffic congestion choke point in Segment B. To kick-off this work, Solano Transportation Authority has committed \$5 million in State Transportation Improvement Program (STIP) funds to begin the PID process. In addition, if Regional Measure 3 passes in June there will be \$100 million dollars allocated to the four North Bay CMAs for SR 37. RM 3 funding should cover Design and Environmental work on segment B as well as near to mid-term flooding and sea-level rise improvements on other segments in the corridor.

On a parallel planning track to the PID, NVRTA will be taking the lead on a SR-37 Travel Behavior and Transit/Vanpool Feasibility Study. Since Fehr & Peers recently completed an origin and destination study in Marin County and is beginning the update to the Napa County Travel Behavior Study, the four North Bay CMAs will contribute additional funding to Fehr & Peers conduct this work, estimated to cost about \$40,000-\$50,000 in total. STA is also conducting a Ferry Feasibility Study, exploring the potential for an east-west Ferry connection from Vallejo to Marin.

Next Steps after the Corridor Plan is approved by the four North Bay CMAs is for the focus to shift on completing the PID. STA and Caltrans will be taking the lead on this effort, with the PID completion on an accelerated schedule anticipated for December 2018. Once the PID is complete the environmental and permitting phase of the project will begin. The environmental and permitting phase will take several years and involve coordination between multiple stakeholders and agencies. In the meantime, there are operational improvements being made to the corridor such as restriping and signage at the intersection of SR 121/SR 37 to mediate the lane cutting issues associated with the lane drop.

### **SUPPORTING DOCUMENTS**

- Attachments:
- (1) SR 37 Transportation and Sea Level Rise Corridor Improvement Plan
  - (2) SR 37 Corridor Plan and Public Outreach Comments Matrix with Responses
  - (3) Full Plan with Appendices can be found at:  
<http://www.nvta.ca.gov/highway-37>





# SR 37 Transportation and Sea Level Rise Corridor Improvement Plan

PREPARED BY:

**Kimley»Horn**  
**AECOM**

February 2018



METROPOLITAN  
TRANSPORTATION  
COMMISSION



San Joaquin Hills Transportation Authority



Transportation Authority of Marin



SAN MATEO COUNTY TRANSPORTATION AUTHORITY



25 NAPA VALLEY TRANSPORTATION AUTHORITY





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## ACRONYMS USED

CA: California

CESA: CA Endangered Species Act

CNDDDB: California Natural Diversity Database

CSSC: California Species of Special Concern

DAA: Design Alternatives Assessment

ESA: Endangered Species Act

FE: Federally Endangered

FC: Federal Candidate for listing

I-80: Interstate 80

MHHW: Mean Higher High Water

MTC: Metropolitan Transportation Commission

NAVD: North American Vertical Datum

NVTA: Napa Valley Transportation Authority

PA/ED: Project Approval/Environmental Document

PS&E: Plans Specification and Estimates

SE: State Endangered

SCTA: Sonoma County Transportation Authority

SLR: Sea Level Rise

SR 37: California State Route 37

SR 121: California State Route 121

ST: State Threatened

STA: Solano Transportation Authority

STAA: Surface Transportation Assistance Act

TAM: Transportation Authority of Marin

US 101: United States Highway 101

## PURPOSE

The SR 37 Corridor Plan (Corridor Plan) is a high-level assessment of key current and anticipated issues on California State Route 37 (SR 37) and lays out some near-, mid-, and long-term improvements that help to address such issues. Specifically, SR 37 (study corridor) currently experiences severe traffic congestion with extended congestion and delays in the morning and evening rush hours. With recent winter storms in 2017, SR 37 has experienced temporary flooding requiring immediate solutions to ensure the roadway is operational to the daily users. Thinking ahead about the anticipated Sea Level Rise (SLR), the frequency of flooding is expected to increase to a point where most of the existing roadway becomes permanently inundated. In such an event, vehicular traffic on the corridor would have no option than to divert to other already congested routes; and critical habitats for protected species, wetlands and baylands could be significantly altered.

**Develop integrated transportation and ecosystem design solutions, both short- and long-term, to improve mobility for all modes of transportation, maintain public access, while developing resiliency to storms and sea level rise.**

This corridor plan is a first step of many to proactively identify opportunities and solutions to the transportation, ecosystem and sea level rise for the SR 37 corridor. In addition to the corridor plan, the Metropolitan Transportation Commission (MTC), Caltrans and its four North Bay partners -- the Solano Transportation Authority (STA), the Sonoma County Transportation Authority (SCTA),

the Transportation Authority of Marin (TAM) and the Napa Valley Transportation Authority (NVTA) – are undertaking a Design Alternative Assessment (DAA) to plan and expedite the delivery of improvements in the study corridor to address the threat of SLR and traffic congestion. With the support and input from a number of scientists, landowners, land managers, and environmental organizations, the DAA has refined its original scope to integrate the transportation and sea level rise adaptation with the ecology. In turn, this more comprehensive approach has helped us broaden our understanding of science-based approaches to identifying and assessing project concepts and our knowledge of evolving climate science. We are now more attune to the opportunities, constraints and impacts that any transportation improvement may have on the surrounding San Pablo Baylands, as well as more open to exploring new ideas. Improvements identified in this corridor plan, therefore, are not intended to preclude other project concepts, alternatives, or solutions. Given our interest to integrate transportation, ecology and sea level rise adaption elements into improvements, we would encourage and support improvements to consider and include nature-based solutions during the project development and implementation.

Findings from several completed studies informed the Corridor Plan, including the Highway 37 Stewardship Study (completed 2012), the State Route 37 Integrated Traffic, Infrastructure, and Sea Level Rise Analysis (UC Davis Study, completed 2014-15) and the Transportation Concept Report (TCR, completed 2015). These studies along with corridor evaluation efforts as part of the DAA helped define the corridor context, identify critical issues, and explore alternative improvement strategies for the SR 37 Corridor Plan.

<http://www.dot.ca.gov/dist4/systemplanning/docs/tcr/TCR-37-FINAL-SIGNED.pdf>

[http://www.dot.ca.gov/dist4/systemplanning/studies\\_sr37.htm](http://www.dot.ca.gov/dist4/systemplanning/studies_sr37.htm)



## GOALS AND OBJECTIVES

This corridor plan encompasses three broad goals:

- Integrate transportation, ecosystem and sea level rise adaptation into one design
- Improve mobility across all modes and maintain public access
- Increase corridor resiliency to storm surges and sea level rise

The vision statement and guiding principles for the San Pablo Baylands developed by the SR 37 Baylands Group also further helps guide the region as it plans, designs and implements improvement strategies for the corridor, taking into account the rich ecology and evolving landscape, ongoing and future conservation and restoration efforts, opportunities to pursue ecological enhancements, and importance of making the SR 37 resilient to a number of natural and human stimuli.

**SR 37 BAYLANDS GROUP's DRAFT VISION AND GUIDING PRINCIPLES (AUGUST 16, 2017)**

**Vision:** *Integrate infrastructure improvements for SR 37 with existing and future habitat planning, conservation and restoration to ensure healthy ecosystem function and resilience to landscape scale change of the San Pablo Bay.*

**Guiding Principles:**

1. *The San Pablo Baylands are one of the largest open spaces remaining on the San Francisco Bay and provide a unique opportunity for improving habitat conservation. Improvements to the SR 37 corridor should be integrated with implementation of the Baylands Ecosystem Habitat Goals<sup>1 2</sup> to ensure ecosystem function and landscape resiliency into the future.*
2. *We recognize the extensive ecological planning that has come before and seek to integrate it with SR 37 plans and design.*
3. *Multiple issues, including increased traffic, sea-level rise and land use changes, make implementation of both SR 37 redesign and habitat goals urgent and time sensitive; planning should lead to implementation.*
4. *Disadvantaged communities are disproportionately affected by tolls. Therefore, we seek opportunities to minimize financial impacts to disadvantaged drivers and to ensure that the highway design relieves, rather than redirects transportation pressure.*
5. *While the SR 37 corridor extends from east to west, ecological enhancement and flood protection opportunities occur from north to south across SR 37 as rivers and creeks (i.e., Napa River, Sonoma Creek, Tolay Creek, Petaluma River, and Novato Creek) connect the bay's mudflats and marshes to their watersheds.*
6. *The SR 37 design will not negatively impact the significant investment in existing and future conservation and restoration projects and associated public access and recreational facilities in the San Pablo Baylands, and will seek to enhance them wherever possible.*
7. *The SR 37 and ecological design will plan for and accommodate sea level rise through 2100, thereby increasing resilience and reducing future costs.*
8. *The SR 37 design will include opportunities for multi-modal transportation including bike paths and passenger rail.*
9. *We recognize design constraints related to federal, state and local transportation regulations and engineering guidelines, and we seek opportunities for ecological innovation recognizing these constraints.*
10. *By understanding that ecological and physical processes differ along the transportation corridor, it will be possible to develop ecologically appropriate design criteria for each section.*
11. *We understand that the language we use should be clear and recommendations feasible and practicable for the SR 37 design.*
12. *We acknowledge the importance of developing a SR 37 design that protects the mosaic of existing land uses, such as farming and ranching, and the ongoing operation of stormwater pumps and other infrastructure on public and private lands in the San Pablo Baylands.*

<sup>1</sup> Goals Project. 1999. Baylands Ecosystem Habitat Goals. A report of recommendations prepared by the San Francisco Bay Area Wetlands Ecosystem Goals Project. First Reprint. U.S. Environmental Protection Agency, San Francisco, Calif./S.F. Bay Regional Water Quality Control Board, Oakland, CA

<sup>2</sup> Goals Project. 2015. The Baylands and Climate Change: What We Can Do. Baylands Ecosystem Habitat Goals Science Update 2015 prepared by the San Francisco Bay Area Wetlands Ecosystem Goals Project. California State Coastal Conservancy, Oakland, CA.

## STUDY CORRIDOR

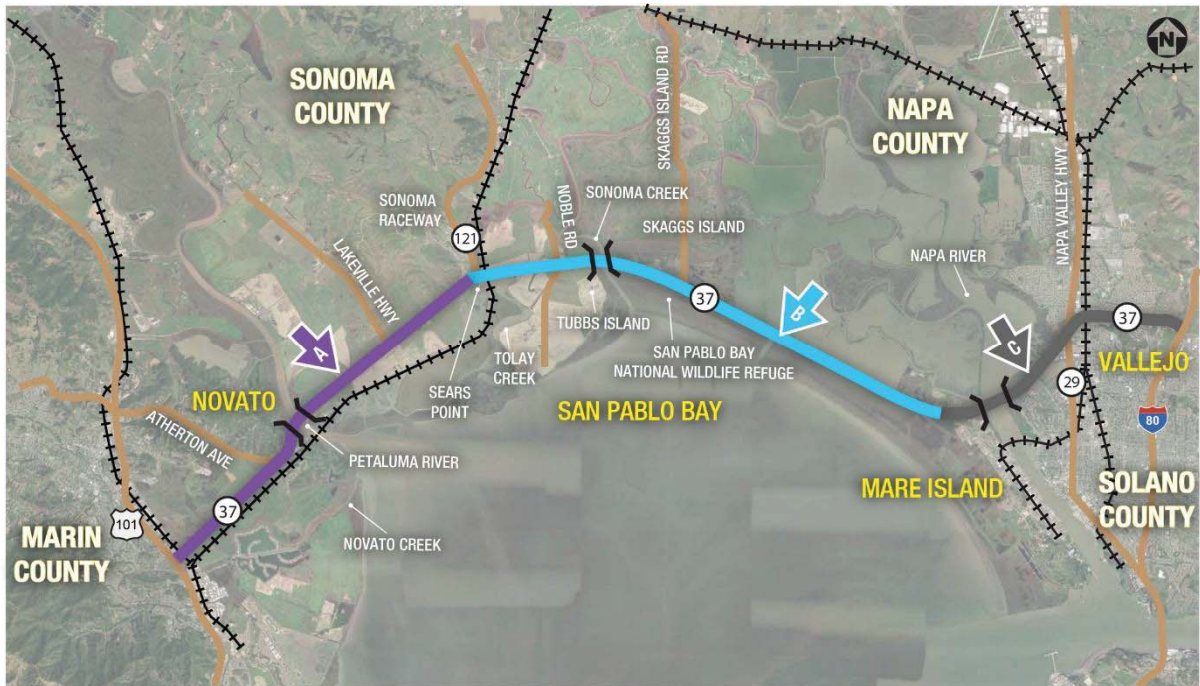
The study corridor extends from US 101 in Novato to I-80 in Vallejo as shown in Exhibit 1. SR 37 is an important regional connection linking the north, east and west San Francisco Bay Area sub-regions. It connects job markets and housing within Marin, Sonoma, Napa, and Solano Counties. It also provides access to the popular wine growing regions of Napa and Sonoma Counties, the Sonoma Raceway in Sonoma County as well as Six Flags Discovery and Mare Island in Solano County. SR 37 serves commute, freight and recreational traffic on weekdays and weekends. There is currently no transit or regular passenger rail service available and very little bicycle and pedestrian activity exists along the study corridor. There is an existing freight rail line that partially parallels the SR 37 corridor. Consistent with the Caltrans TCR, the Corridor Plan divides the study corridor into three segments reflecting a change in the number of lanes as well as in the designation of the facility. Exhibit 1 illustrates the study corridor and the three study segments:

**Segment A:** From US 101 to the signalized SR 121 intersection at Sears Point, SR 37 is a four-lane expressway with 3.4 miles in Marin County and 3.9 miles in Sonoma County. Segment A is relatively low-lying (2 to 6 feet NAVD88) for most of its length and relies on by levees along Novato Creek, the Petaluma River, and landward levees of the Sonoma Baylands. These levees range in elevation from approximately 10 to 13 feet. The lowest point of the corridor is just less than 2 feet in Sonoma County near Lakeville Road.

**Segment B:** East of Sears Point, SR 37 becomes a two-lane conventional highway with a median barrier as it crosses the Napa-Sonoma marshlands from SR 121 to Mare Island with 2.3 miles in Sonoma County and 7 miles in Solano County. The SR 37 road elevation is relatively high (8 to 9 feet NAVD88) and relies on by levees between Tolay Creek and Sonoma Creek. There is no bayfront levee protecting SR 37 west of Sonoma Creek to Mare Island and the road is constructed to an elevation of approximately 11 feet except near Mare Island where the road elevation is much lower at approximately 7 to 8 feet NAVD88.

**Segment C:** SR 37 is a four-lane freeway starting at Mare Island and continuing eastward, mostly on elevated roadway and structures, 4.4 miles to its termination at I-80 in Solano County. This segment crosses SR 29 in the City of Vallejo.





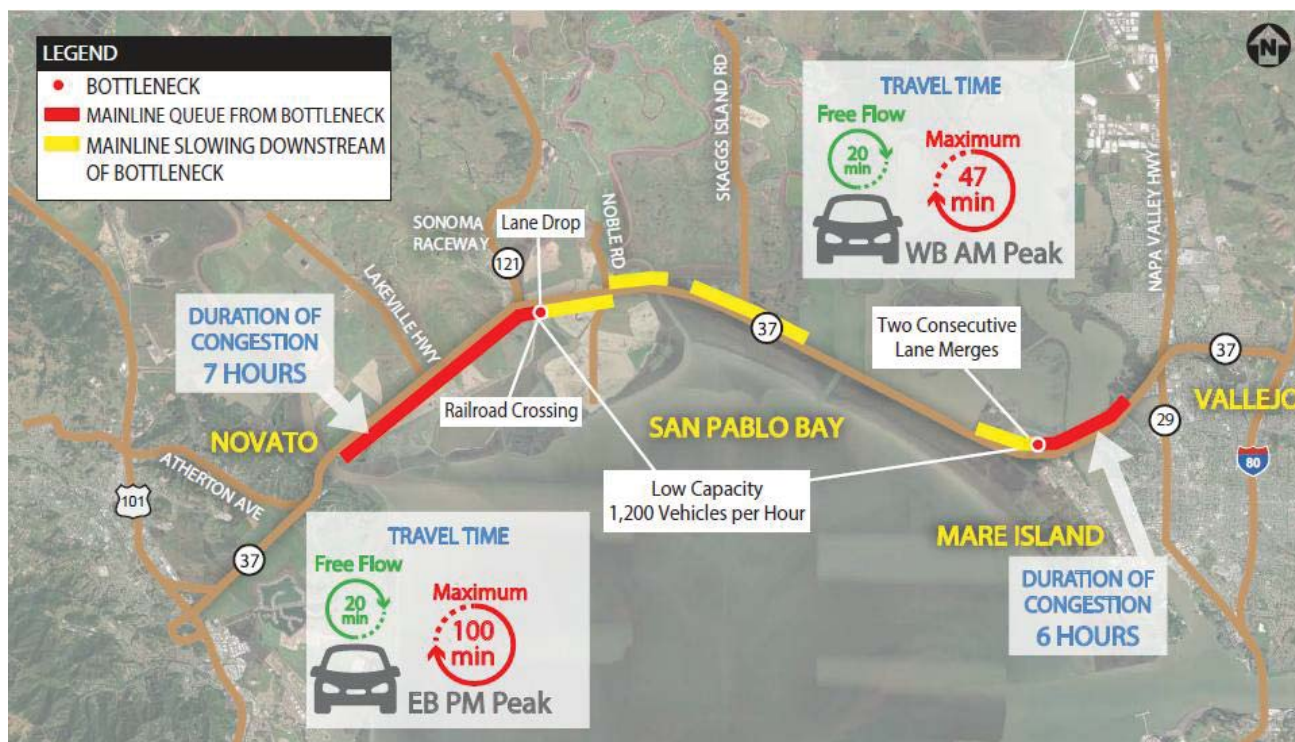
**Exhibit 1: Study Corridor**

## CORRIDOR ISSUES

The most critical issues for the study corridor are recurrent traffic congestion, vulnerability to flooding, which will likely grow more frequent with SLR, and potential impacts of SLR on highly sensitive environmental resources adjacent to the corridor.

### Traffic Congestion

The primary cause of corridor congestion is vehicular demand exceeding the capacity of the 2-lane conventional highway segment, Segment B, between SR 121 and Mare Island. No concerted efforts have yet been taken to encourage car-pools, establish van-pools, or provide bus, ferry, or rail service connecting the Interstate 80 and US 101 corridors. The capacity of this segment is also unusually low, about 400 vehicles per hour per lane less than other similar facilities (about 1,200 versus 1,600), and is primarily due to the short merge distances approaching the lane drops east of SR 121 and Mare Island, high heavy vehicle usage, railroad crossing settlement east of SR 121 and grades at the Sonoma Creek Bridge. The high traffic demand combined with the low capacity results in severe congestion for both weekday peak period and weekend traffic. Westbound SR 37 traffic typically experiences congestion approaching the lane drop west of the Mare Island interchange for about 6 hours during the weekday AM peak period and throughout much of the day on weekends. Eastbound SR 37 congestion occurs approaching the lane drop east of SR 121 intersection for about 7 hours during the weekday PM peak period as well as much of the day on weekends. On typical weekdays, the maximum westbound delay in the morning peak period is about 27 minutes and the maximum eastbound delay in the afternoon peak period is about 80 minutes. The bottlenecks and queues Exhibit illustrates the bottleneck locations and the extent of associated queues along the study corridor.

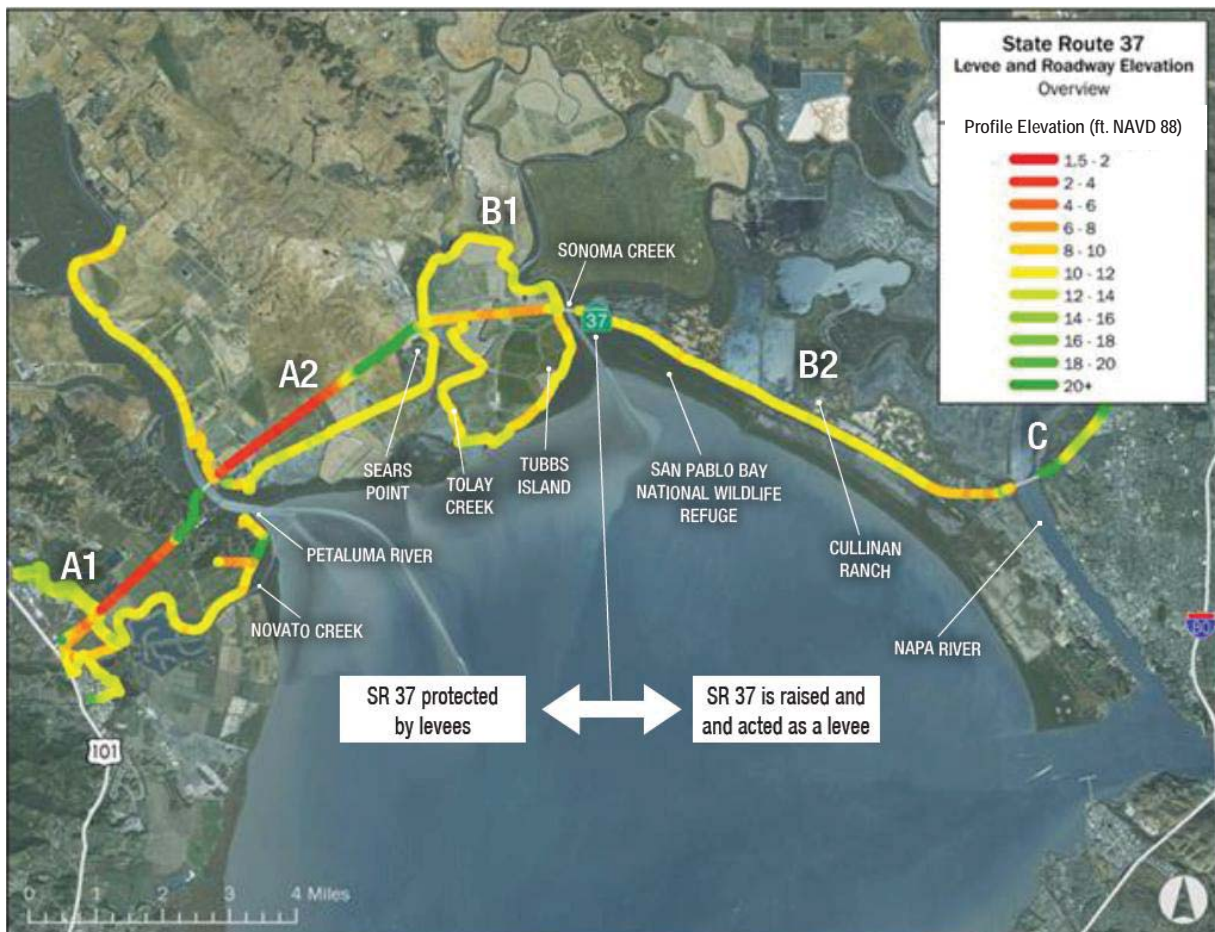


**Exhibit 2: Bottlenecks and Queues**



## Sea Level Rise Vulnerability and Flood Risk

Rising sea levels due to climate change will critically impact both the study corridor and surrounding sensitive ecosystems. Currently, SR 37 relies on a complex interconnected system of levees along Novato Creek, the Petaluma River, Tolay Creek, Sonoma Creek, the Napa River, and the San Francisco Bay for flood protection. Exhibit 3 shows the relationship between the surrounding levee system and the roadway elevations along SR 37. Segments A and B are further sub-divided to present differences in the highway and levee elevations within the segments. Segment A and a portion of Segment B relies on existing levees. Raised portions of Segments B and C act as levees. The UC Davis Stewardship Study identified Segment A as the most vulnerable to SLR – primarily due to its low elevation and reliance on levees to provide flood protection for the highway. Segment B was identified as the most at risk to SLR impacts when considering consequence factors such as capital improvement costs, economic impacts on commuters and goods movement, impacts to public recreational activities and impacts to alternate routes. Many of the levees are privately owned and were not constructed specifically for protecting SR 37 from flooding. Instead, protection of SR 37 is an ancillary benefit of the levees. Neither Caltrans, MTC nor any of the four North Bay Transportation Authorities has a role in managing or maintaining many of the levees responsible for protecting SR 37.



**Exhibit 3: Levee and Roadway Elevation**

**Existing Conditions-Flood Risk:** The existing levees along Segment A and B protect the low-lying highway from daily tidal inundation and storm surge flooding. Flooding is, however, an issue along some portions of SR 37 such as Novato Creek, Tolay Lagoon, and Mare Island. The highway has, in the past, been closed due to flooding, most recently in January and February 2017 when both directions of the roadway were closed for 28 days at the Novato Creek crossing. The Mare Island Interchange eastbound off-ramp also experienced flooding during that period. Subsequently, Caltrans dedicated \$8 million in emergency funds to help reduce the occurrence of flooding at Novato Creek, but the Mare Island Interchange was not addressed. The improvements at Novato Creek included raising the roadway elevation by two feet in both directions using lightweight material and replacing three cross-highway culverts. A review of the UC Davis study and subsequent field surveys confirmed six potential low spots in the existing levee system making them weak links in the system. These weak links make portions of Segments A, B, and C more vulnerable to short term flooding and eventual SLR. These locations are shown in the Exhibit 5.



**Exhibit 4: Novato Creek Flooding During Closure Prior To 2017 Repairs**



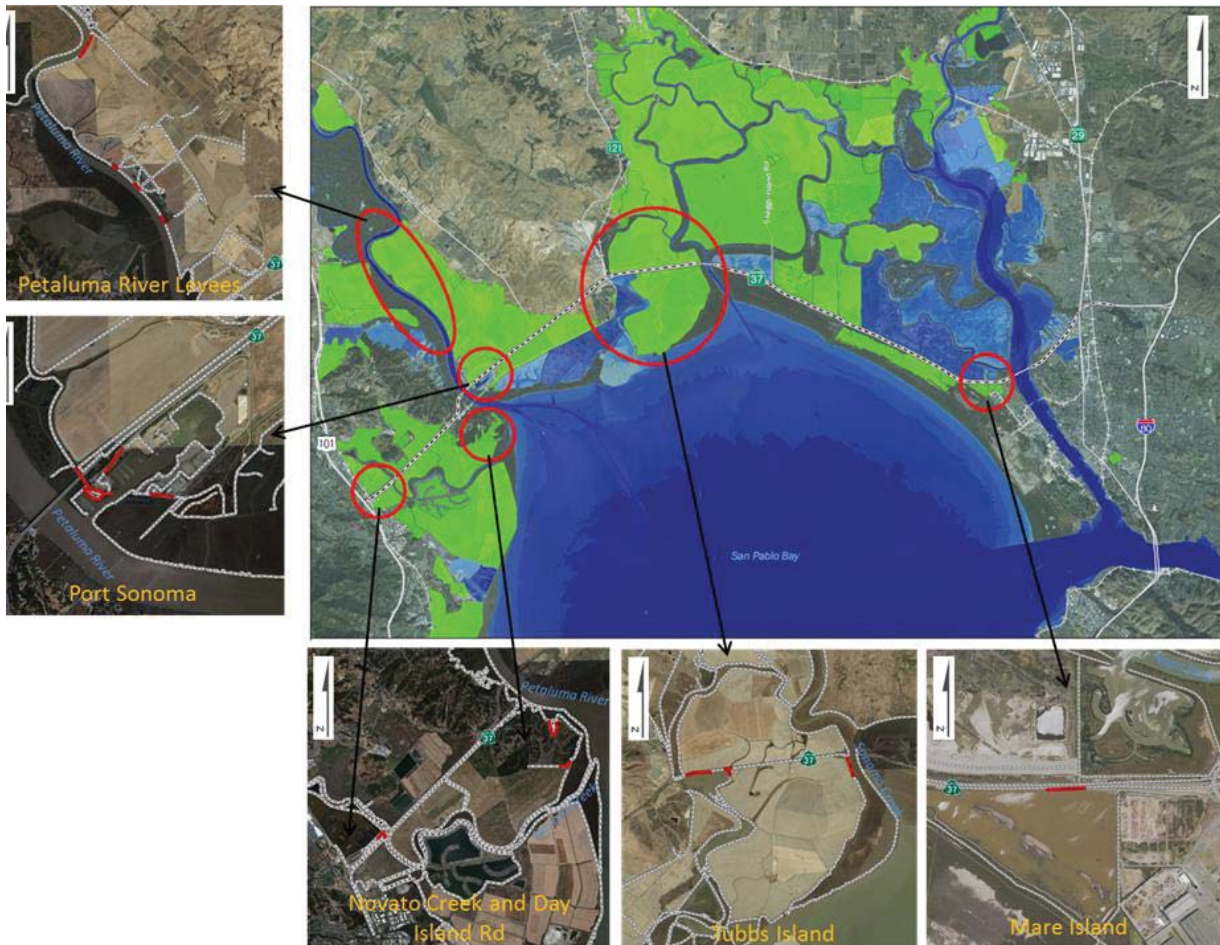
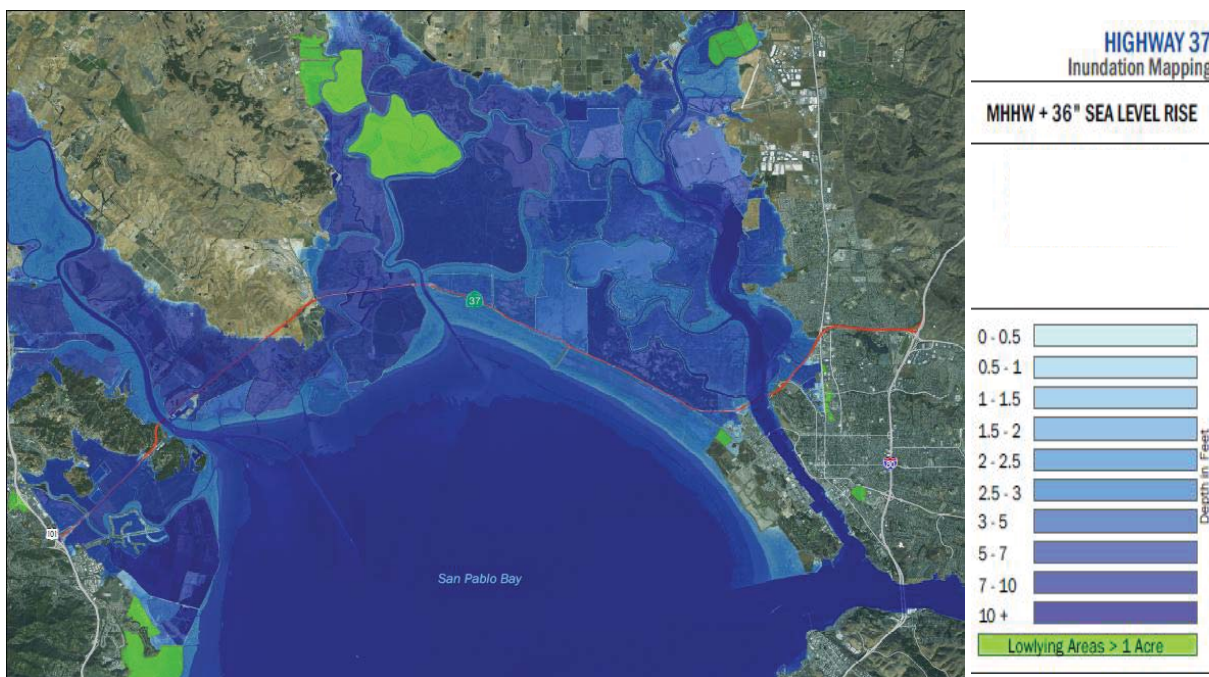


Exhibit 5: Weak Links Assessment

Lowlying Areas > 1 Acre

**Future Conditions-Flood Risk:** The State Route 37 Integrated Traffic, Infrastructure and Sea Level Rise Analysis study evaluated the exposure of SR 37 to permanent inundation and temporary flooding using SLR inundation maps. The study found that, in general, all segments of the highway would be impacted by permanent inundation with 36 inches of SLR and could be exposed to storm surge flooding by a 25-year coastal storm event today and by a 5- to 10-year coastal storm event with 6 to 12 inches of SLR. The inundation map in Exhibit 6 shows that a majority of Segments A and B will be completely inundated during the MHHW plus 36" SLR scenario (corresponding to the likely SLR projection at 2100).



**Exhibit 6: Inundation Map-MHHW+36" SLR Scenario**

Table 1 shows SLR projections for the San Francisco Bay through 2100. The "Projections" represent a mid-range, likely, SLR amount at each planning horizon. The "Ranges" represent low- and high-range SLR amounts that are considered possible but unlikely to occur at each planning horizon. For example, it is considered likely that the SLR amount at 2100 will be between 26 and 46 inches ( $36 \pm 10$  inches); however, it is possible, but unlikely, that SLR could be as low as 17 inches or as high as 66 inches.

**Table 1 Sea Level Rise Estimates for San Francisco Bay**

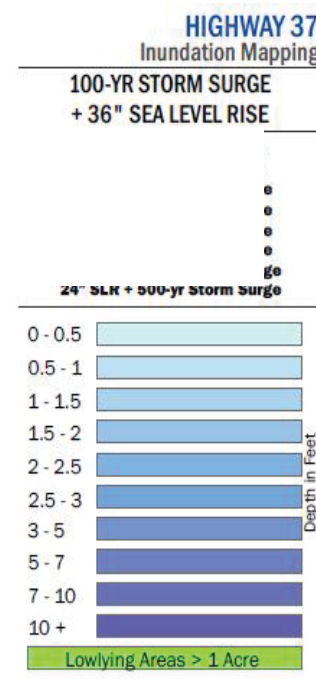
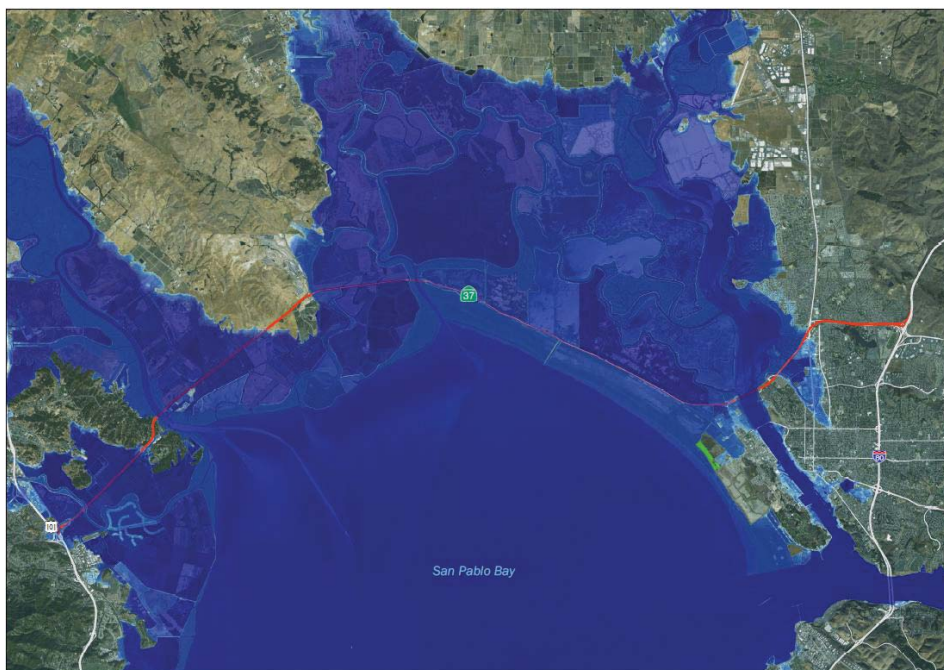
Year	Projections	Ranges
<b>2030</b>	$6 \pm 2$ in	2 to 12 in
<b>2050</b>	$11 \pm 4$ in	5 to 24 in
<b>2100</b>	$36 \pm 10$ in	17 to 66 in

Source: NRC 2012. *Sea-Level Rise for the Coast of California, Oregon, and Washington: Past, Present and Future*.

The State of California SLR Guidance Document (2013) recommends considering a range of SLR values and planning for the "worst case scenario" for critical infrastructure with long lifespans, thus, long-term alternatives would need to plan for the 100-year storm surge plus 66" SLR scenario.

The UC Davis study provided Inundation areas and depths for multiple scenarios and recommendations were provided based on the "most likely" year 2100 sea level rise scenario (36 inches SLR). Although the SLR study mapping did not account for rainfall-runoff events and water control structures such as culverts and tide gates, FEMA's bayside storm surge estimates include 30 years of historical data and the Flood Insurance Rate Maps account for combined riverine and coastal flooding (for existing but not future conditions). The inundation map in Exhibit 7 shows that a majority of Segments A and B will be completely inundated during the 100-year storm surge plus 36" SLR scenario (corresponding to the likely SLR projection at 2100).



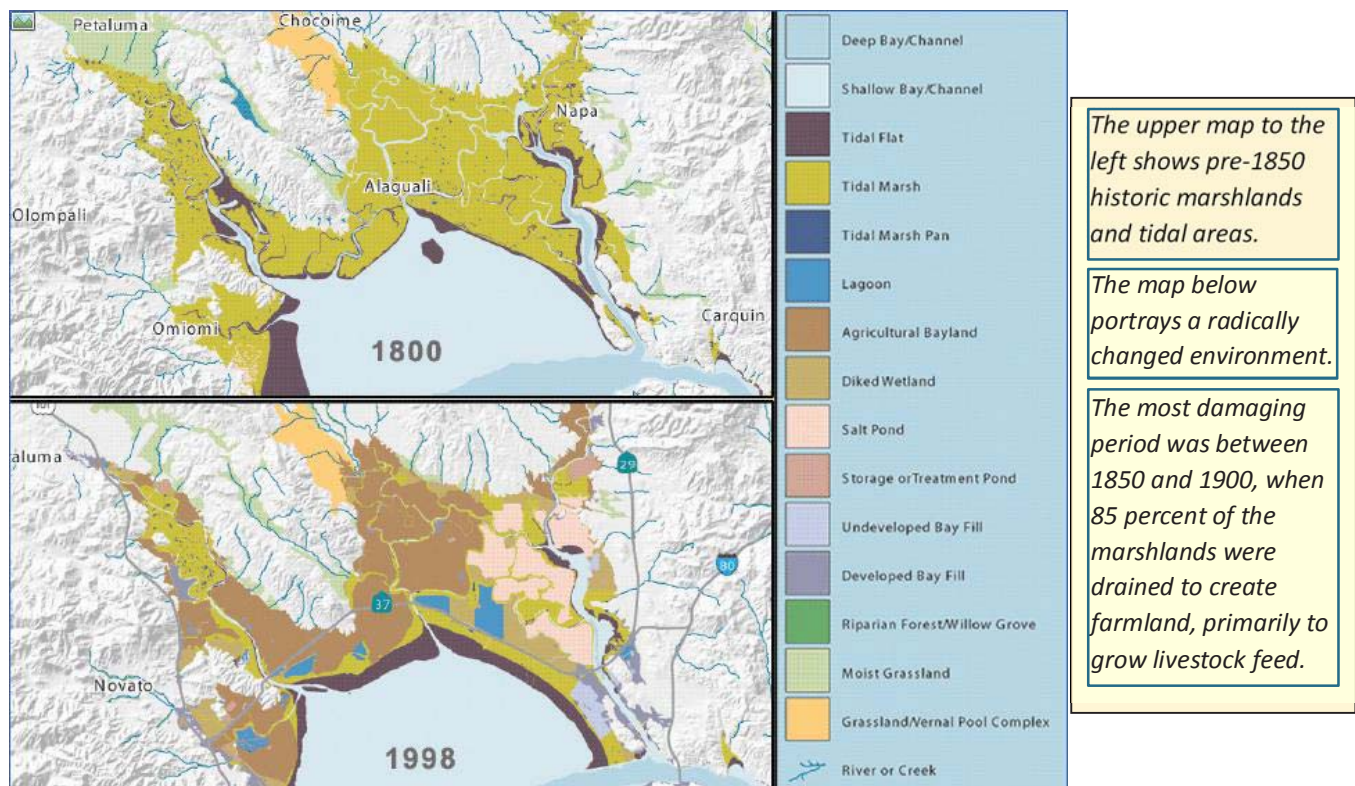


**Exhibit 7: Inundation Map - 100-year Storm Surge+36" SLR Scenario**

According to the projections, Segment A will flood during a 10-year storm surge event and will be permanently inundated around 2050 with roadway flooding depths ranging up to 5-feet. Segment B, from SR 121 to Sonoma Creek (area of Tubbs Island) will flood between the 25-year and 50-year storm surge events and will be permanently inundated around 2050 with roadway flooding depths up to 2-feet. The remainder of Segment B will be permanently inundated around 2100 with the majority of roadway depths around 0.5-feet. The low-lying area in Segment C, near Mare Island, will flood during a 10-year surge event and will be permanently inundated around 2050 with roadway flooding depths ranging up to 2-feet.

## Environmental Sensitivity

The study corridor lies within an ecologically sensitive area containing wetlands and baylands, which provide habitat for several special-status species. Exhibit 8 from the San Francisco Estuary Institute shows the historical evolution of the marshlands in the North Bay. Human activities have significantly altered this area such as hydraulic mining in the Sierras, which increased the sediment supply to San Pablo Bay and led to a buildup of marshland, salt production, draining, filling, agriculture, and development. Current levee systems, built for agriculture throughout the project corridor, further complicate this dynamic system.



**Exhibit 8: San Francisco Estuary Institute - North Bay marshlands**

Wetlands and baylands are present throughout the SR 37 corridor. Segment B west of the Sonoma Creek Bridge has wetlands and waterways present, however, it is largely upland habitat. From the Sonoma Creek Bridge, eastward to Vallejo (segments B and C), the study corridor is largely dominated by wetland and bayland habitats that are along the edge of SR 37. Wetland habitat types in the study corridor include freshwater wetlands such as drainages, springs and seeps and tidal wetlands, such as bayland mudflats, open water, and tidal ditches.



**Exhibit 9: Wetlands along SR 37**



The Napa Sonoma Marsh represents a large marshland expanse. Restoration opportunities through stakeholder collaboration may be present within the study corridor. Ongoing restoration of historic wetlands, the preservation of existing open space and further efforts are in various planning and implementation stages. Various local, state, and federal agencies as well as private and non-profit groups are involved and investing considerable resources in marshlands and habitat restoration and endangered species recovery efforts. Present day wetland locations are presented in Exhibit 12, along with sea level rise inundation estimates under the 2050 scenario.

SR 37 crosses the San Pablo Bay National Wildlife Refuge. The wetlands, waterways and uplands surrounding the corridor provide habitat for a wide variety of native fauna and flora. Exhibit 13 shows species within the projected SLR inundation area. The inundation area shown in the Exhibit 13 corresponds to MHHW+66" SLR scenario. Some of the state and federally-protected species, include:

- Salt marsh harvest mouse (FE, SE, CDFW FP)
- California Ridgway's rail (FE, SE, CDFW FP)
- California Black rail (ST, CDFW FP)
- Steelhead (FE)
- Green sturgeon (FE, CSSC)
- Longfin smelt (FC, ST, CSSC)
- Red Legged Frog (FE, SE, CDFW FP)
- San Pablo Song Sparrow
- Chinook Salmon

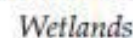
These species are largely found in areas associated with wetlands and waterways in all segments of the corridor.



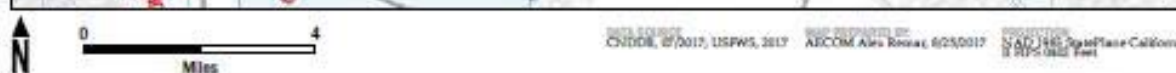
**Exhibit 10: All About Birds-  
Ridgeway's Rail**



**Exhibit 11: USFWS-Salt Marsh  
Harvest Mouse**





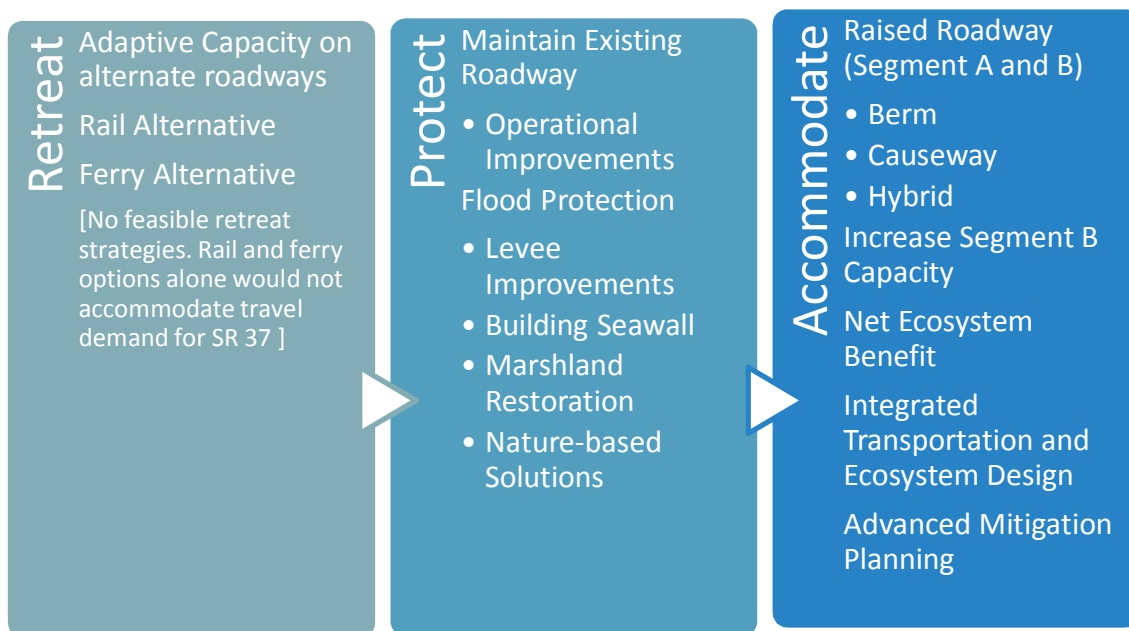


**AECOM**  
SR-37

## POTENTIAL STRATEGIES

SR 37 serves as a commute and recreational route and experiences traffic congestion both on weekdays and weekends. SR 37 acts as a secondary and reliever route to the interstates and state highways it parallels and is a recovery route for the Richmond-San Rafael Bridge in the event of an emergency closure. The existing congestion on SR 37 is projected to increase in the future thereby reducing its ability to serve commute and recreational traffic and act as a reliever route. The projected SLR in the next 90 years poses a potential threat to the highway. With the increased risk of flooding, there is a chance that portions of SR 37 will be permanently inundated or temporarily flooded in the future. Reduction or elimination of traffic on SR 37 would displace traffic to SR 29, SR 12, and SR 121 to the north and I 580 to the south. The SLR vulnerability and risk assessment study completed by UC Davis identified little available capacity on these routes in the event of a permanent SR 37 closure due to flooding. Hence, potential strategies have been developed to maintain this critical highway in the context of the existing corridor and identify adaptive mitigation strategies that will address the key corridor issues and develop resiliency to SLR.

The potential strategies were developed for key corridor issues of traffic congestion and SLR following a review of previous studies completed by UC Davis and Caltrans and coordinated with current stakeholders through TAC meetings. These strategies are consistent with adaptation strategies in the State of California SLR Guidance Document.

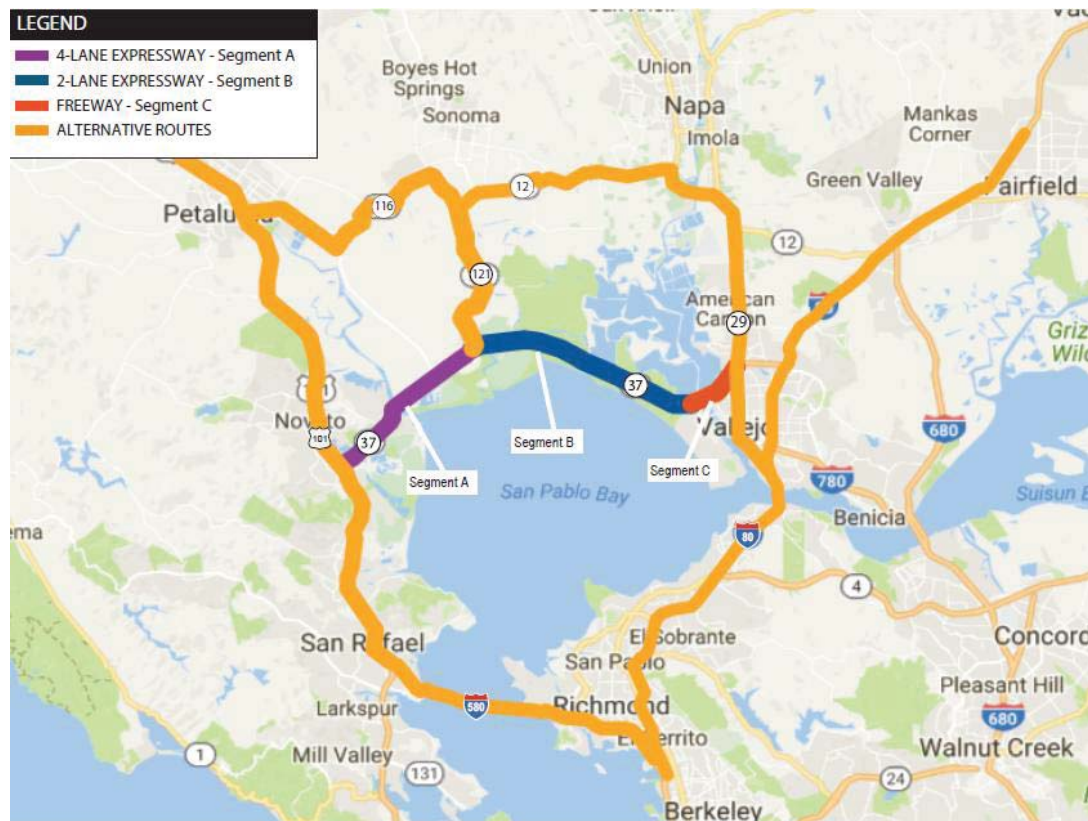




## Strategies to Retreat

The following strategies (alternate roadways, rail transit, ferry alternatives) were evaluated as possible strategies to retreat and it was determined that none of these are feasible standalone strategies as explained below. Rail and ferry options may be important within the next few decades and should be studied further.

1. *Available Capacity of Alternate Roadways:* MTC's travel model was run to determine the traffic diversion on alternate roadways if Segment A and Segment B are closed in the event of temporary flooding or complete inundation. The model runs determined that on the closure of SR 37 would displace traffic to alternative routes I-80, I-580, US 101, SR 12, SR 116 and SR 121 shown in Exhibit 14. Most these roadways are already experience severe traffic congestion, and the performance of these alternate routes is projected to be deteriorate with the additional traffic displaced from SR 37 closure, and hence this was not considered a viable option.



**Exhibit 14: Alternate Routes**

2. *Rail Alternative:* The rail alternative in the event of SR 37 closure due to inundation or flooding was considered but is not recommended for further analysis as part of SR 37 DAA due to the following reasons:
  - a. Rail has a longer and more circuitous route than SR 37 as shown in Exhibit 15, and the travel time would be high when compared to vehicular travel by road on SR 37.

- b. The cost of needed rail improvements is significant as shown in the Table 2. The frequency of the rail service would also need to be high to accommodate the SR 37 traffic demand. The Napa/Solano Passenger /Freight Rail Study indicated relatively modest ridership projections in this corridor. However, it should be noted that the Napa/Solano study did not take a complete closure of SR 37 into account for ridership projections. Only peak hour and recreational passenger volumes were considered in the ridership projections. Detailed ridership projections are needed to truly compare road user cost and rail user costs. The additional cost of transit stations and ongoing rail maintenance and operating costs are not included in the assessment.
- c. Portions of the rail alignment, particularly in Segment A, have SLR and flooding vulnerabilities similar to the highway. Additionally, there is no real advantage of a rail alternative over roadway improvements in this segment in terms of environmental impacts.

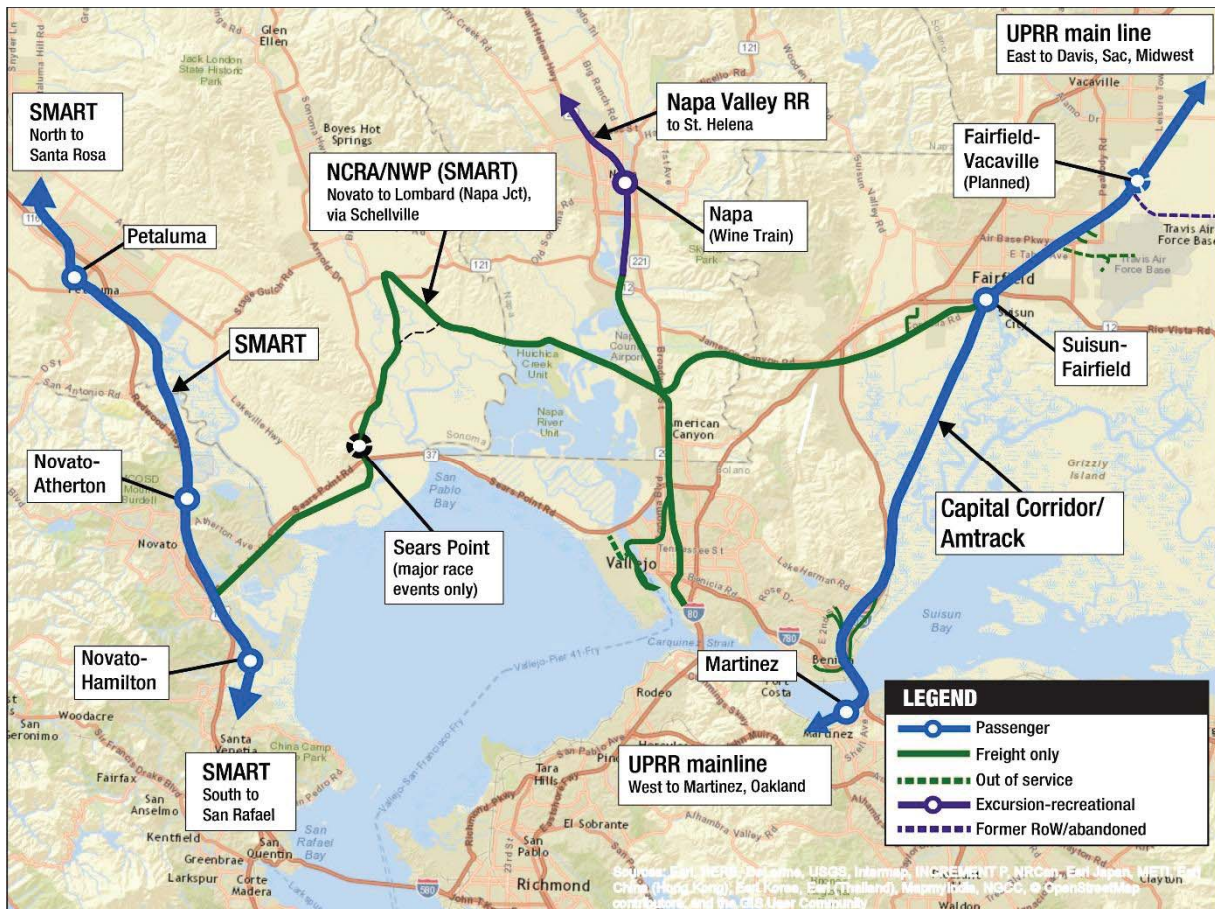


Exhibit 15: Existing Rail Facilities



**Table 2 Rail Road Alternative Probable Construction Costs**

Segment	Capital Costs *
Novato to Sears Point	\$1.1 B
Sears Point to Napa Junction	\$0.2 B
Napa Junction to Vallejo	\$0.2 B
<b>Total</b>	<b>\$1.5 B</b>

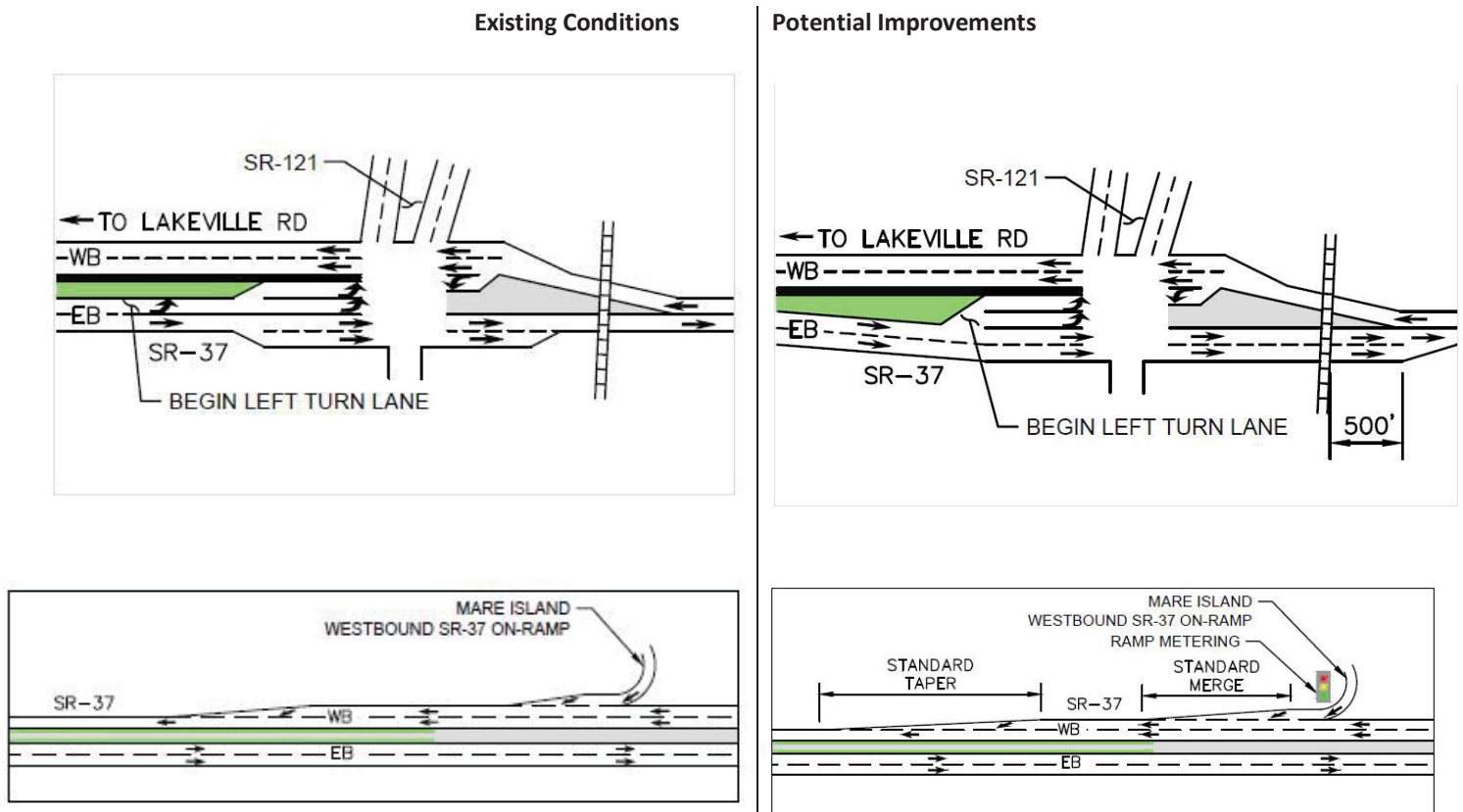
\*2018 Dollars

Source: Kimley-Horn 2017

3. *Ferry Alternative:* A ferry alternative is not viable as it is not possible to accommodate the traffic demand on SR 37.

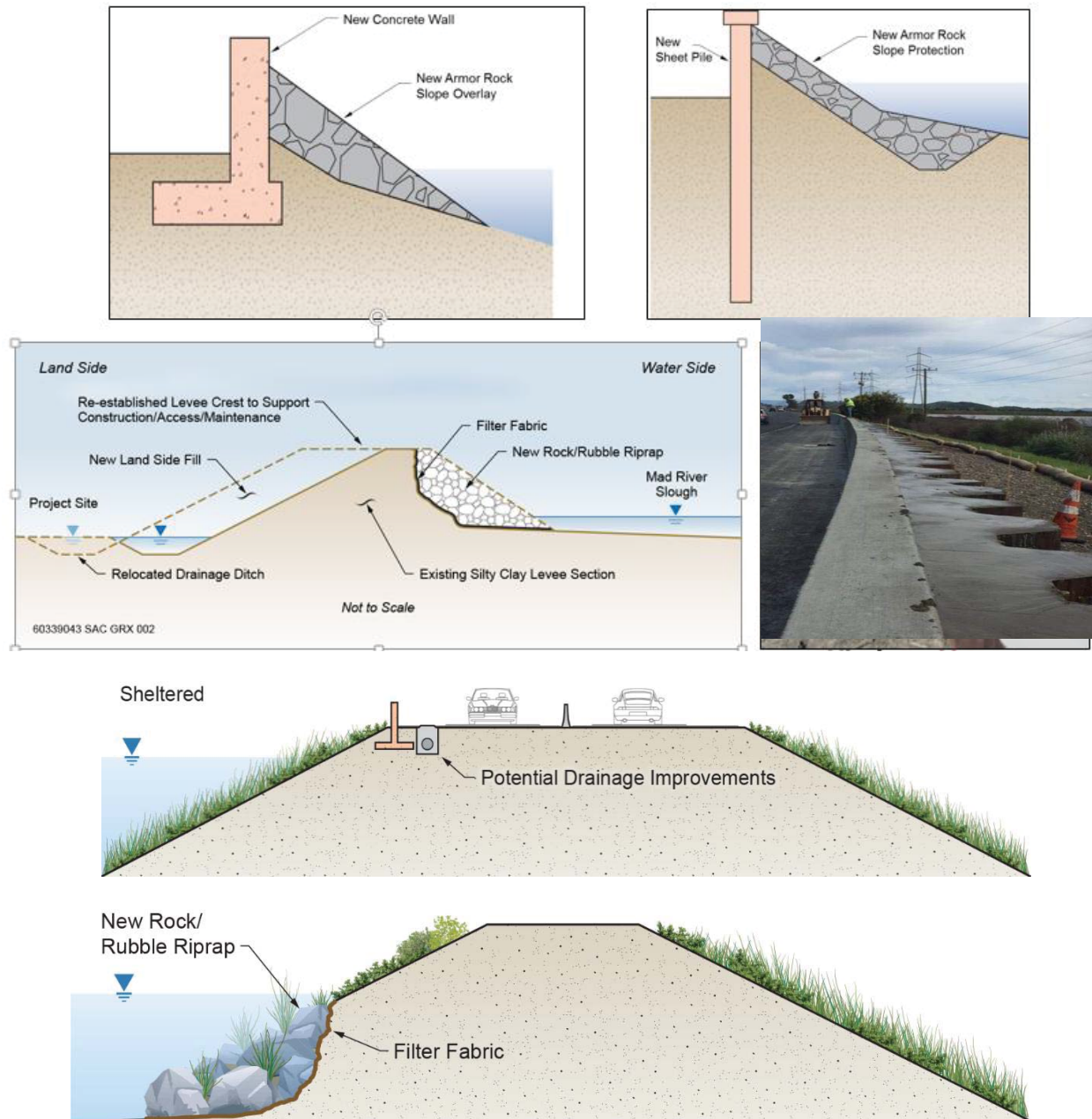
## Strategies to Protect

1. *Maintain Existing Roadway:* Traffic congestion on SR 37 can be attributed to the inefficient merging conditions approaching the lane drops and the lack of capacity in the two-lane section of the highway between SR 121 and Mare Island. Operational improvements, as shown, would improve merge conditions and help alleviate traffic congestion issues in the short-term.



**Exhibit 16: Schematics of representative Intersection operation improvements and lane merge improvements**

2. *Flood Protection:* Shoreline features such as levees, berms and other topographic features currently protect SR 37 from inundation and flooding. Some of the shoreline protection strategies include raising levee crests with fill, installing sheet pile walls in the levees, installing flood barriers along the roadway and raising of some small sections of roadway at low spots, and nature-based solutions such as erosion mitigation and living shoreline solutions.



**Exhibit 17: Schematics of representative shoreline protection features**



## Strategies to Accommodate

1. *Raised Roadway*: These strategies would elevate the roadway above the future projected limit of high tides, storm surge, and waves. State of California SLR Guidance Document recommends considering a range of SLR scenarios and planning for the “worst case scenario” for critical infrastructure, thus, long-term alternatives would need to plan for the 100-year storm+66” SLR scenario (approximately 17ft NAVD88 in sheltered areas and 20 ft. NAVD88 in areas exposed to waves).

Improvements to accommodate would address traffic congestion issues and offer SLR resiliency, as well as provide higher benefit to cost ratios and longer useful life. There are various options to constructing a raised Segment B that accommodate multi-modal transportation operations and SLR resiliency while minimizing environmental impacts and construction costs.

- An option of providing a 12’ barrier separated Class IV bicycle facility on the roadway connecting to the Class I bicycle facility on Bay Trail
- Pavement section options, along with construction staging for the permanent roadway section include:
  - Roadway elevated on an embankment
  - Roadway elevated on a box-girder causeway/box culvert
  - Roadway elevated on a slab-pier causeway/box culvert
  - Hybrid of embankment and causeway/box culvert
  - Roadway on geofoam lightweight material
- Options for constructing the roadway on north or south side of the existing SR 37 to minimize construction impacts on traffic and the environment.
- Managed lane options for any of the proposed roadway improvements in Segment B.

All the new structures will consider species migration. Center barriers on embankment sections will have openings for animal crossings and/or additional culverts to improve species migration.



Exhibit 18: Conceptual Rendering of Embankment and Causeway Alternatives

2. *Net-Zero Wetland Loss and Mitigation Integration.* Approaches to a goal of no-net loss of wetlands habitat to mitigate for project widening involve considering how to create opportunities for wetland restoration built into project design.
3. *Advanced Mitigation Planning:* Advanced Mitigation Planning process-ready and Early Stakeholder Coordination are key components of project success in this ecologically diverse and environmentally sensitive landscape.

Applying a Regional Advanced Mitigation Planning (RAMP) process-ready approach, is one potential approach to successful project implementation. While still in the development phase, RAMP allows natural resources protection/ restoration as compensatory mitigation before infrastructure project construction. RAMP is a voluntary, non-regulatory regional planning process resulting in higher-quality conservation outcomes. New legislation AB 2087 grants CDFW authority to approve RAMP mitigation credit agreements, which can be implemented following creation of a Regional Conservation Assessment (RCA).

## IMPLEMENTATION PLAN

SR 37 is an over 20-mile linear transportation corridor with multiple segments that spans multiple jurisdictions, sits within an evolving San Pablo Baylands landscape and experiences varying degrees of flooding due to seasonal heavy storms, traffic congestion, and vulnerability to future sea level rise. The planning, design, construction and operations of any improvement strategies for SR 37 for near, mid, or long-term timelines must take into consideration transportation, ecological and climate change goals, policy, plans, as well as weigh the many benefits, dis-benefits, opportunities and costs of such improvements. Transportation improvement projects for SR 37 will likely go through the Caltrans project development process which involves planning/engineering assessments of improvement options, environmental review that includes detailed environmental studies and alternatives assessments, design of the proposed improvement and ultimately construction. Improvements implemented in the near or mid-term ought to address existing issues but are made compatible with and/or not preclude longer-term improvements. Integration of ecological enhancements as part of any improvement project would be most advantageous for any multifunctional solution. The implementation plan elements covering near, mid and long-term solutions, as described below, will be further refined and vetted through a more detailed assessment as the improvement concepts move forward into project development. The implementation of improvements will also incorporate multimodal access along the corridor. Exhibit 18A illustrates the existing and planned bike trails in the study area.



**Exhibit 18A: Bicycle / Pedestrian access**

## Near-term Solutions

While the mid- to long-term solutions will accommodate resiliency to SLR and ease traffic congestion, the Corridor Plan recognizes that there needs to be near-term strategies to improve existing traffic congestion and address flooding issues in the corridor.

Near-term improvements are estimated to take one to five years to implement, have minimal to no impact on the environment and provide cost-effective solutions to addressing immediate needs of the corridor. These potential improvements focused on corridor wide operational improvements and short-term flood protection. Exhibit 19 illustrates potential near-term improvements along the study corridor.



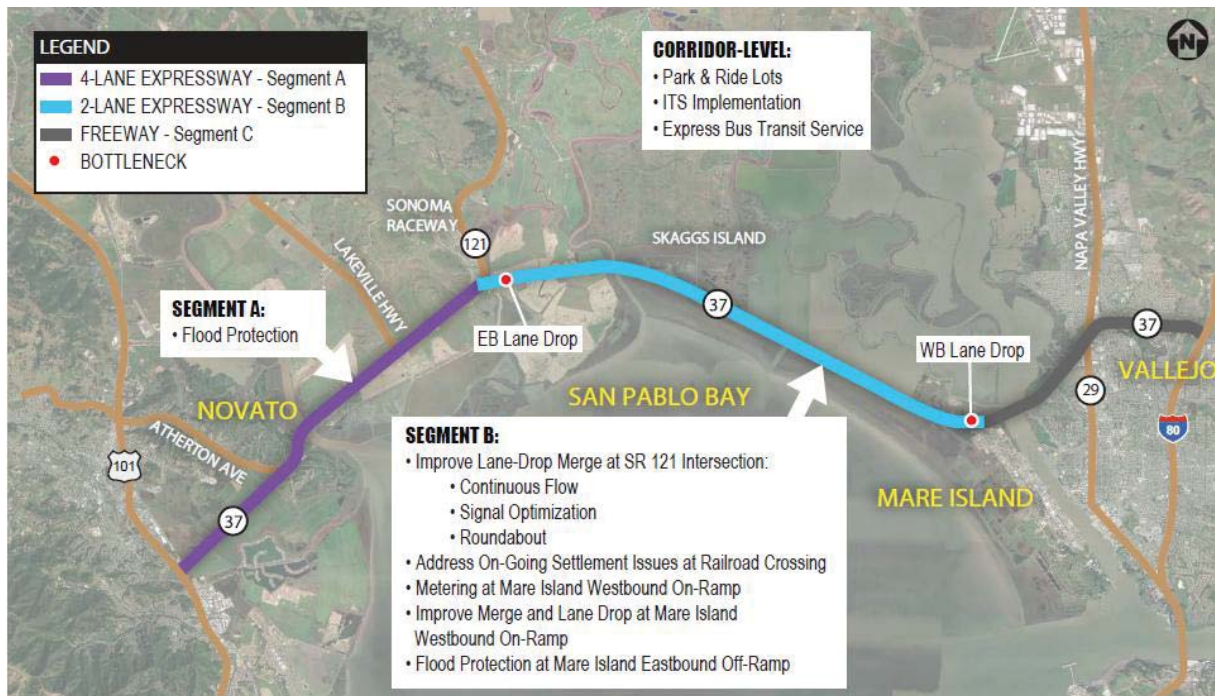


Exhibit 19: Near-Term Improvements

**Flood Protection Improvements:** Flood protection improvements will address weak links in Segment A (A1 and A2), B1, and C. Exhibit 20 shows the limits of individual reach within the segments. Existing roadway elevations, relative to existing and proposed future levee elevations, are shown in Table 3.

The extent of levee improvements to protect Segment A will be dependent on the design storm and planning horizon. Levee improvements to protect against the 100-year storm event would be costlier, require a longer implementation timeline, and have greater environmental impacts. The DAA will identify near-term roadway and levee improvements to address existing flood vulnerabilities and protect SR 37 to year 2050. Beyond 2050, the roadway will likely need to be raised as the scale of levee and shoreline improvements required would likely not be feasible – particularly for Segment A.

Table 3 Road and Levee Characteristics

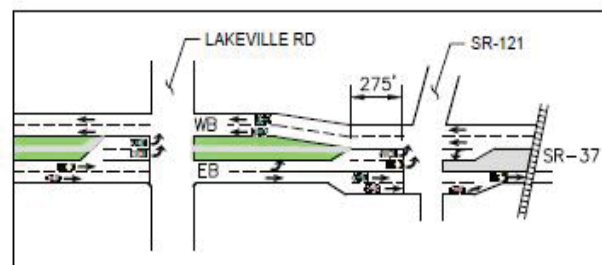
Reach	A1	A2	B1	B2	C
Roadway Elevation (ft. NAVD 88)	4 to 6	2 to 4	8 to 9	7 to 11	>13
Existing Levee Elevation (ft. NAVD 88)	10 to 13	9 to 10	9 to 12	N/A	N/A
2050 Levee Elevation (ft. NAVD 88) Segment A	12.5 to 12.9 (100-yr flood protection) 11.4 to 11.6 (10-yr flood protection)				
2050 Levee Elevation (ft. NAVD 88) Segment B	14.8 to 15.2 (100-yr flood protection) 13.7 to 13.9 (10-yr flood protection)				



**Exhibit 20: Study Corridor Segments**

The near-term traffic improvements focus on improving operations with minimal environmental impact and include the implementation of ITS elements.

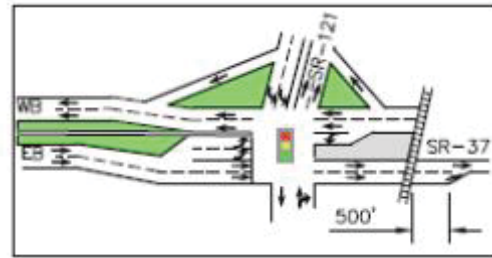
**Improve Lane-Drop Merge at SR 121 Intersection:** Currently, the lane configuration on EB approach of the intersection is two left turn only lanes and two through lanes through the intersection. The through lane drops from two lanes to one lane prior to the railroad crossing. During weekday PM peak periods, the EB approach becomes congested and motorists experience long queues and significant delays approaching the lane drop. Shifting the lane drop to east of the railroad crossing by about 500 feet and improving lane drop transition helps alleviate the traffic congestion approaching this location. In conjunction with this improvement, the following three options for the SR 37/SR 121 intersection are recommended to improve flows approaching and through the intersection.



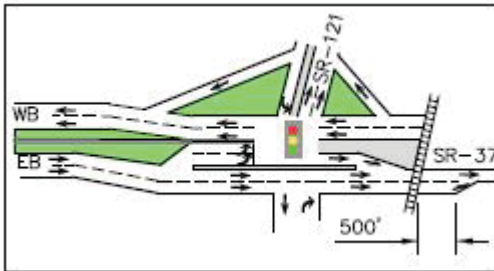
**Exhibit 21: Existing Condition**



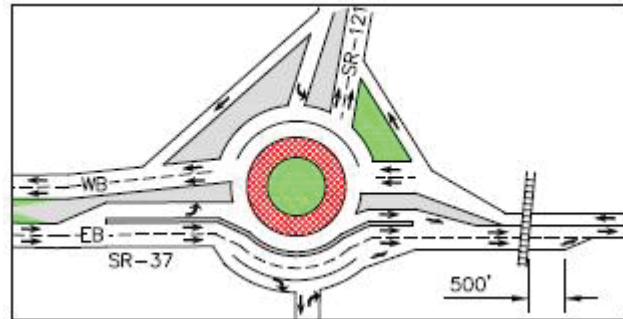
- Signal optimization and roadway widening
- Continuous T intersection
- Roundabout with two EB by-pass lanes



**Exhibit 22: Signal Optimization**



**Exhibit 23: Continuous T Intersection**



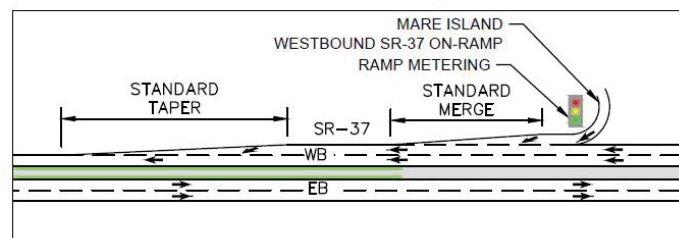
**Exhibit 24: Roundabout Intersection**

**Settlement Issues at Railroad Crossing:** The railroad crossing settlement east of SR 121 also slows down trucks and vehicles and reduces eastbound throughput of SR 121/SR 37 intersection. Northwestern Pacific Railroad is currently working on addressing the current settlement. Early coordination with the railroad will be critical if the settlement continues. This improvement is included in the corridor plan.

**Metering at Mare Island WB On-Ramp:** Improvements include ramp metering at the westbound SR 37 on ramp to smooth traffic flows and limiting the SB approach from the vista parking lot to right turn only movement.

#### **Improve Merge and Lane Drop at Mare Island WB On-Ramp:**

Improvements include modifying the lane drop and merge west of Mare Island on-ramp to provide a standard merge and taper. This will increase existing WB bottleneck throughput west of Mare Island.



**Exhibit 25: Improvements at Mare Island**

**Park and Ride Lots:** STA is studying potential locations for park and ride lots along the SR 37 corridor. These park and ride lots could provide opportunities for vanpool/carpool services and transit connections.

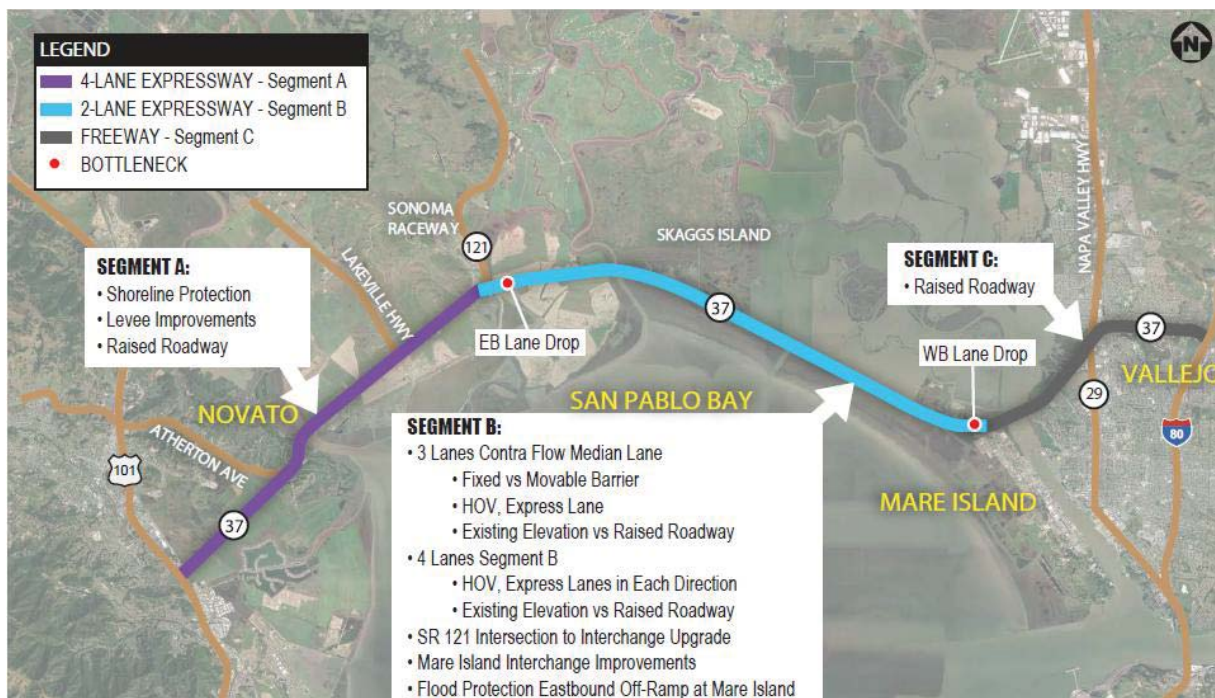
**Express Bus Transit Service:** There is currently no transit along the study corridor. With the implementation of near-term operational improvements on SR 37, the transit travel time reliability on the corridor should improve, providing opportunities for Express Bus Transit service. Express Bus Transit service connecting City of Vallejo transit hub with other transit hubs in the Cities of Novato and San Rafael during commute hours could be considered. Bus Transit between City of Vallejo and San Rafael

with a connection to Infineon raceway could address traffic issues related to raceway events. This corridor plan did not study opportunities for Express Bus Transit Service in detail. It is suggested that potential for Express Bus Transit Services be studied in more detail as part of a separate study.

**ITS Implementation:** The improvements include the installation of changeable message signs on SR 37 to give real time traveler information and better inform decisions.

## Mid- to Long-term Solutions

The long-term solutions are based on accommodation strategies addressing future SLR impacts to the highway and include opportunities for multi-modal operations and wetland restoration built into project design. For critical infrastructure such as SR 37, the lifespan of long term solutions is assumed to be beyond 2100. Mid- to long-term improvements are estimated to take more than five years to implement with moderate to high environmental impact, requiring intensive agency coordination and requiring greater funding to complete. Exhibit 26 illustrates potential mid- to long-term strategies along the study corridor.



**Exhibit 26: Potential Mid to Long-Term Improvements**

**Levee Improvements in Segment A:** Improvements include continuing to raise levee crests at low spots along Segment A to protect the highway from flooding. This is expected to be a mid-term solution for flood protection until Segment A is raised.

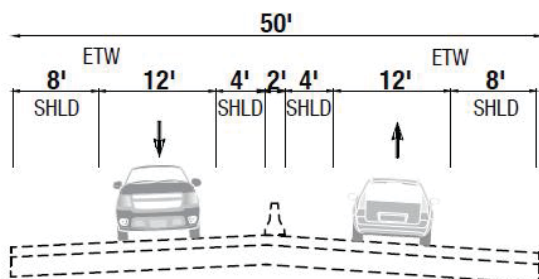
**Raised Roadway in Segment A:** Elevate roadway on causeway or embankment as a long-term solution for SLR adaptation. This will provide opportunities for wetland restoration and reconnection of Bay hydrology. Improvements include adding a grade separated Lakeville Highway Interchange.

**SR 121 Interchange Improvements:** Improvements include reconfiguring the SR 121 intersection to have a grade separation with SR 37. This also includes a grade separation of the railroad crossing east of SR 121.

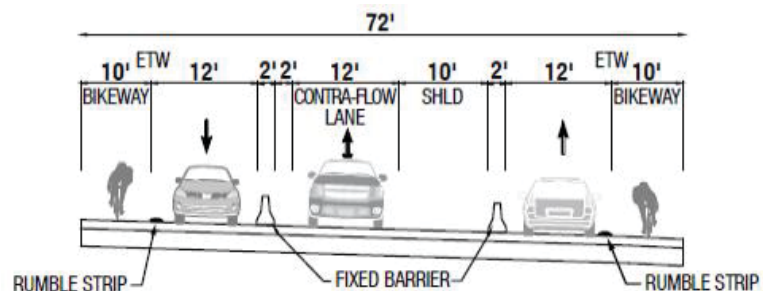
**Widen 2-lane segment from SR-121 to Mare Island:** Currently, Segment B is a two-lane conventional highway segment between SR 121 and Mare Island and is the primary cause of corridor congestion due to vehicular demand exceeding capacity. The DAA will provide detailed traffic analyses quantifying the benefits of the widening and potential of latent demand, the potential for HOV/managed lane options, and bus transit service along the corridor. Conceptual improvements in Segment B would be integrated with the surrounding ecosystem and will need to be coordinated with the ongoing restoration efforts in the area and build resiliency to SLR. To increase the capacity of the Segment B, the following options for widening Segment B are proposed for detailed traffic operations analysis.

- 3-lane section
- 4-lane section

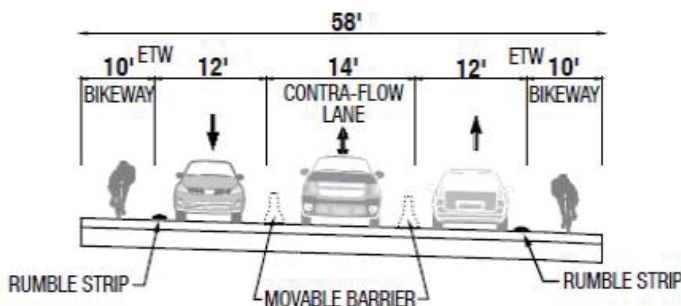
The typical sections for each of these alternatives are shown below. The three-lane contra-flow will include either a moveable barrier or a reversible median lane with fixed barriers. The fixed barrier reversible lane section will require a 12' lane with 2' left shoulder and a 10' right shoulder. Given the 2' width of each of the two permanent barriers, this option will not significantly reduce the roadway footprint compared to a 4-lane section with a median barrier. Both the 3 lane and 4 lane alternatives will provide for shared bicycle usage on 10' right shoulders. Current concrete barriers along the levee sections of SR 37 were designed with openings to allow small animals like the salt harvest mouse to cross the roadway. The proposed design, either fixed or movable barrier, will require same type of provision for any levee segments.



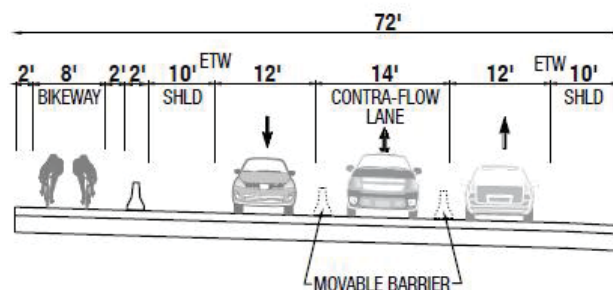
**Exhibit 27: Existing Segment B**



**Exhibit 28: Three Lanes Section with Fixed Barrier**

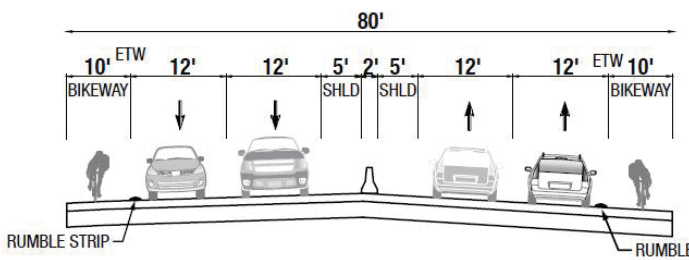


**Exhibit 29: Three Lanes Contra-Flow Section with Movable Barrier and Bikeways**

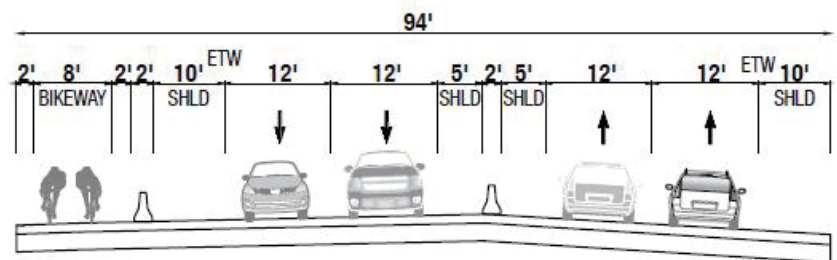


**Exhibit 30: Three Lanes Contra-Flow Section with Movable Barrier and Bikeway**





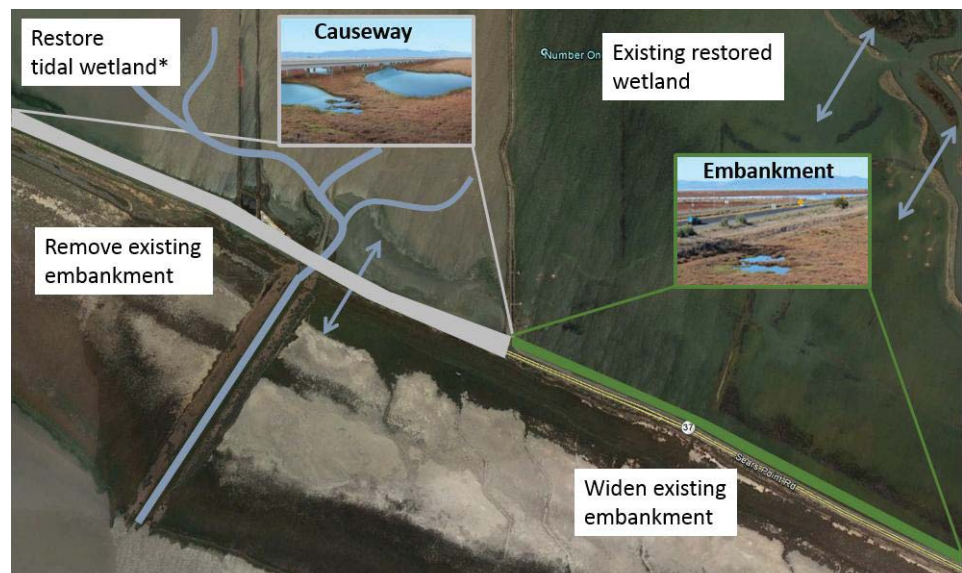
**Exhibit 31: Four Lane Section with Bikeways**



**Exhibit 32: Four Lane Section with Bikeway**

Highway modifications will integrate traffic improvements, environmental sensitivity and enhancement considerations, and flooding and SLR adaptation (as discussed in the Environmental Sensitivity section of this report). No-net loss mitigation for long-term SLR strategies could occur through:

1. Alternating fill embankment and causeway to raise road: The causeway would create wetland restoration opportunities by reconnecting the hydrologic and ecological landscape, providing a corridor for species to migrate upslope as sea level rises,



**Exhibit 33: Hypothetical Illustration of Restoration Scenario**

and offsetting fill. Other alternatives to reconnect hydrology and habitat, such as culvert connections underneath the highway, could also be considered. Culvert connections could be a more economical alternative to reconnect dike areas to the bay compared to an open channel connection with bridge/causeway, however, the ecological benefits would be less and embankment fill impacts would be mitigated through other methods.

2. Large-scale offsite restoration: In this large-scale approach, large, contiguous parcels of land would be restored to wetland habitat, which would provide habitat of higher ecological value when compared to smaller parcels of land. A suitable site within San Francisco Bay (preferably within the San Pablo Bay) could be identified through stakeholder coordination.
3. Large-scale on-site restoration: Large-scale on-site restoration opportunities may be available, which would enhance the ecological value of landscape within the greater project corridor. Opportunity may exist for collaboration or contribution to on-going restoration projects in the area. A suitable site along the SR 37 corridor could be identified through stakeholder coordination.

**Mare Island Interchange Improvements:** Improvements include reconstruction of Mare Island Interchange to address traffic and flooding issues. Interchange improvements would need to align with widening and raising of the two-lane segment B.

**Raised Roadway in Segment C:** Improvement options include raising the highway between the Napa River Bridge and just west of SR29/SR37 Interchange for a length of approximately 1 mile, reconstructing the Sacramento Street Overcrossing, White Slough Bridge, the western approach of Napa River Bridge, and the westerly ramps at SR29/SR37 Interchange.

The DAA will develop near-term shoreline improvement scenarios based on different design storms and planning horizons to evaluate the cost-benefit of proposed improvements. The timeline of implementing traffic, flood control, and environmental improvements from near-term to long-term is shown in the implementation timeline Exhibit 34.

# SR 37 Corridor Plan

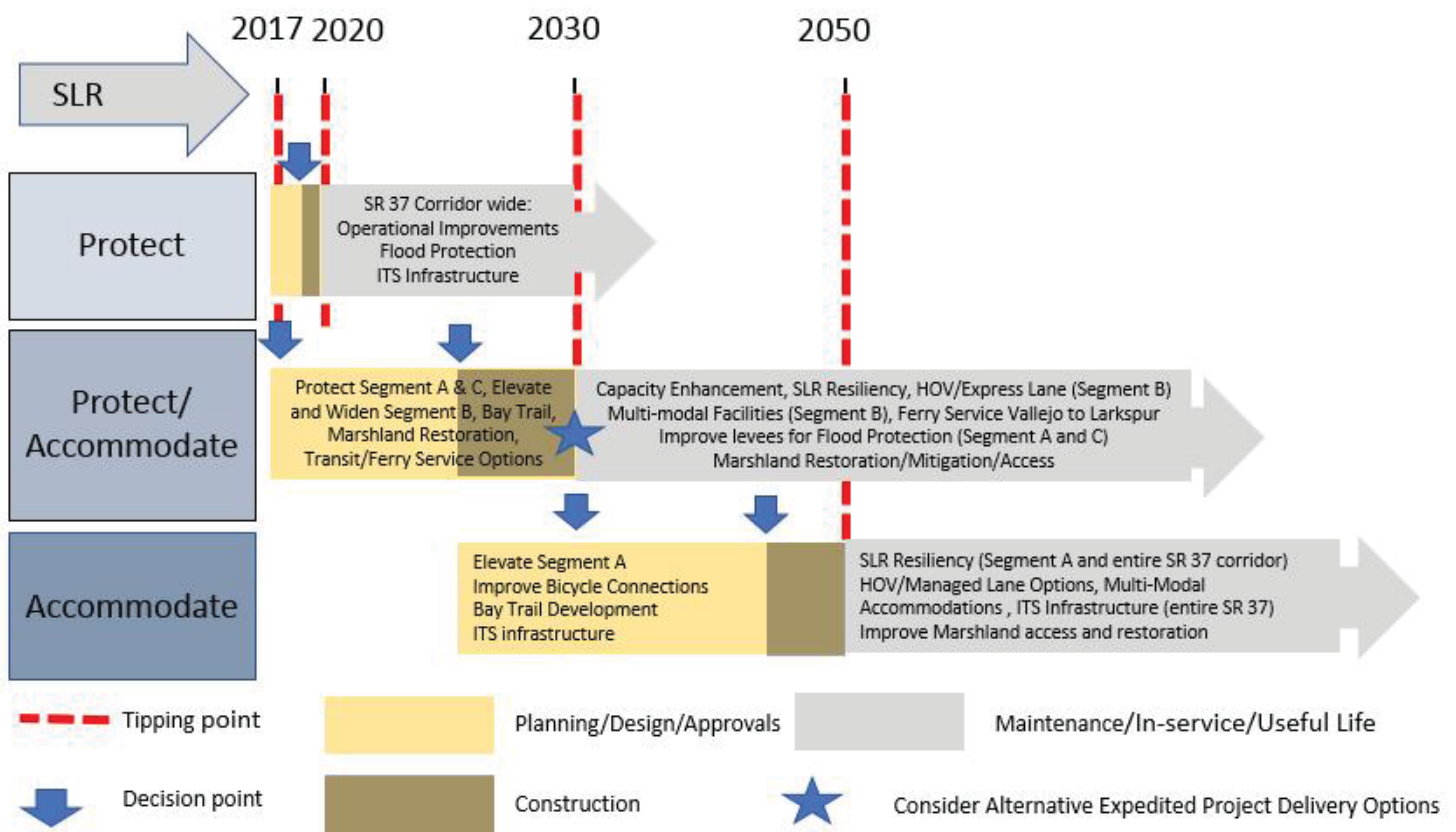


Exhibit 34: Implementation Timeline

## POTENTIAL IMPROVEMENTS-SUMMARY

Table 4 summarizes near-term improvements with total project cost estimates and implementation time-frame.

**Table 4 Near-Term Improvements Summary**

Location	Improvement	Total Project Cost (2017 \$)	Implementation Time Frame*
Segment A	Flood Protection**		
	<ul style="list-style-type: none"> <li>Raise levee crest at low spots (Novato Creek and Petaluma River)</li> </ul>	\$8M	3-5 years
	<ul style="list-style-type: none"> <li>Shoreline improvements at Port Sonoma</li> </ul>	\$0.5M	3-5 years
Segment B	SR 37/SR 121 Intersection Improvements		
	<ul style="list-style-type: none"> <li>Signal optimization and roadway widening</li> </ul>	\$5 M	1-3 years
	<ul style="list-style-type: none"> <li>Option 1: Continuous T intersection</li> </ul>	\$7 M	5-7 years
	<ul style="list-style-type: none"> <li>Option 2: Roundabout</li> </ul>	\$10 M	5-7 years
	Flood Protection**		
	<ul style="list-style-type: none"> <li>Raise levee crest at low spots</li> </ul>	\$3.5 M	3-5 years
	<ul style="list-style-type: none"> <li>Shoreline protection at Tolay Lagoon</li> </ul>	\$0.5 M	3-5 years
	<ul style="list-style-type: none"> <li>Raise road at Mare Island</li> </ul>	\$4 to \$7M	3-5 years
	Fix Settlement Issues at Railroad Crossing (Work done by others)	TBD	1-2 years
	Metering at Mare Island WB on-ramp	\$4 M	5-7 Years
	Westbound merge and lane drop improvements west of Mare Island on-ramp	\$2.5 M	5-7 Years
Corridorwide	Park and Ride Lots (STA is leading a planning study)	\$2 M	3-5 Years
Corridorwide	Express Bus Transit Service (Suggested study by others)	TBD	3-5 Years
Corridorwide	ITS Improvements-Changeable Message Signs	\$4 M	3-5 Years

\* Pending on funding availability, environmental review and approval process.

\*\* Pending on coordination and approval from private levee owners.

Notes: Costs Include PA/ED Support, PS&E Support, Right of Way Support, and Construction Support Costs

Table 5 summarizes mid- to long term improvements with probable cost estimates and implementation time-frame. It is proposed that the near-term flood improvements be implemented immediately (1-3 years) and the mid-term improvements be implemented in 10-20 years that can protect the highway from flooding till 2050.

**Table 5 Mid- to Long-term Improvements Summary**

Location	Improvement	Total Project Cost (2030 \$)	Implementation Time Frame*
Segment A	Flood Protection** (Mid-term improvements until the roadway is raised or reconstructed at higher elevation)		
	<ul style="list-style-type: none"> <li>Continued levee improvements (Novato Creek and Petaluma River) until Segment A is raised or reconstructed at higher elevation</li> </ul>	\$37M	Mid-term improvements
	<ul style="list-style-type: none"> <li>Continued shoreline improvements at Port Sonoma until Segment A is raised or reconstructed at higher elevation</li> </ul>	\$1.5M to \$2M	Mid-term improvements
	SR 37/Lakeville Highway Intersection Improvements	\$5M to \$10M	7-10 years
	Raised Roadway and Lakeville Highway Interchange Improvements	\$420 M - 1,600 M	20+ years
Segment B	SR 121 Interchange Improvements including SR 37 and Rail Road grade separation	\$100 M	10-20 years
	Widen 2-lane segment from SR-121 to Mare Island + Mitigation		
	Mid-Term Options		
	<ul style="list-style-type: none"> <li>Roadway widening to 3 lanes at existing elevation (Phase 1-with new HOV/managed lane)</li> </ul>	\$210 M	7-10 years
	<ul style="list-style-type: none"> <li>Roadway widening to 4 lanes at existing elevation (with new HOV/managed lane)</li> </ul>	\$350 M	7-10 years
	Long-Term Options		
	<ul style="list-style-type: none"> <li>Roadway widening to 3 lanes, raised on berm/fill (Phase 2-with new HOV/managed lane)</li> </ul>	\$880 M	20+ years
	<ul style="list-style-type: none"> <li>Roadway widening to 4 lanes, raised on berm/fill (with new HOV/managed lane)</li> </ul>	\$1,100 M	20+ years
	<ul style="list-style-type: none"> <li>Roadway widening to 3 lanes, raised on causeway (with new HOV/managed lane)</li> </ul>	\$1,900 M	20+ years
	<ul style="list-style-type: none"> <li>Roadway widening to 4 lanes, raised on causeway (with new HOV/managed lane)</li> </ul>	\$2,500 M	20+ years
	Mare Island Interchange Improvements-Complete reconstruction of Interchange	\$50 M	10-20 years



Location	Improvement	Total Project Cost (2030 \$)	Implementation Time Frame*
	Flood protection** (Mid-term improvements until the roadway is raised or reconstructed at higher elevation		
	Continued levee raising at low spots (Tubbs Island) until Segment B is raised or reconstructed at higher elevation***	\$23 M	Mid-term improvements
	Continued shoreline improvements at Tolay Lagoon until Segment B is raised or reconstructed at higher elevation	\$5 to \$7 M	Mid-term improvements
Segment C	Raised Roadway-From Napa River Bridge to just west of SR 29/SR 37 Interchange	\$150 M-\$370 M	20+ years

\* Pending on funding availability, environmental review and approval process.

\*\* Pending on coordination and approval from private levee owners.

\*\*\* Work may be funded or completed by others.

Notes: Costs Include

- 3 to 1 Environmental Mitigation
- Flood protection costs assume shoreline deficiencies are addressed to protect against a 10-year recurrence coastal flood event for near-term improvements and a 10-year recurrence coastal flood event with 1 ft of sea level rise for mid-term improvements. Mid-term flood protection strategies assume a 2.5% per year escalation rate to 2030 dollars.
- PA/ED Support, PS&E Support, Right of Way Support, and Construction Support Costs
- Escalation Costs

## PRIORITY SEGMENT

Segment B between SR 121 (Sears Point) and Mare Island (Vallejo) was identified as a priority segment for capacity enhancement to close the gap between the two four-lane segments on either end. The UC Davis Study performed vulnerability and risk assessments related to SLR for each study segment by estimating and aggregating impacts to costs of improvements, recovery time, public safety impacts, economic impact on commuters and goods transport, impacts on transit routes, proximity to Communities of Concern, and impacts on recreational activities. Based on the results of the risk assessment, Segments A and C were assigned moderate risk ratings, while Segment B was assigned a high-risk rating. The Corridor Plan reevaluated the risk and vulnerability assessment, with the addition of alternate routes impacts, which ultimately concurs with the UC Davis assessment. Consequently, it was concluded that Segment B would be considered as the priority segment in the study corridor.

## NEXT STEPS

As next steps, detailed traffic operations analysis will be performed for the near-term and mid- to long-term improvements recommended in the Corridor Plan based on forecasted demand and growth in the corridor. Preliminary engineering design plans and cost estimates will also be developed for the Priority Segment B project.

SR 37 Corridor Plan Appendix D - Response to Comments				
ID	Comment Origin	Name	Comment	Response
1	Napa Workshop		Suggests further consideration of public transit options, especially bus service.	There is a north bay transit operators group that meets quarterly that the CMAs participate in; the CMAs and transit operators are also in discussion about a origin/destination study to identify home and work destination sites for users of the corridor to see if transit would be feasible. There are also TDM strategies that could be implemented on the corridor, such as vanpools.
2	Napa Workshop		Supports preserving the function of wetlands, creating HOV lanes and an expanded ferry service between Vallejo and Marin.	MTC, the north bay CMAs and Caltrans are working with the environmental community to develop design options integrating transportation, ecology, and sea level rise adaptation. Ferry service between Vallejo and Marin is currently being studied by STA. As included in the corridor plan, HOV/managed lanes are being considered.
3	Napa Workshop		Suggests increasing the production of affordable housing in Marin to alleviate traffic; opposed to a fully private road; strongly supports the creation of HOV lanes, consider rail options.	The CMAs have no authority over housing production in any of the counties. It is understood that the jobs/housing imbalance is a contributor to traffic congestion. MTC and the CMAs continue to support policies and programs that foster affordable housing production throughout the Bay Area.  There have been a myriad of funding options analyzed for the corridor which include full privatization; no decision on one particular funding strategy has been made. The preferred project alternative will not impede the ability for future rail to operate along the corridor. SMART is seeking funding to conduct an easterly study called the NOVATO - SOLANO HUB see pages 59-61 in the presentation at: <a href="http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf">http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf</a> Although SMART was not successful in 2017 there are more funding opportunities in 2018.
4	Napa Workshop		Suggests car ferries to relieve congestion and offer a first and last mile option.	TDM strategies could be implemented on the corridor such as vanpools; STA is currently studying ferry service between Vallejo and Marin.
5	Sonoma Workshop		Prioritize HWY 121 interchange and all short-term improvements, supports elevated highway option and suggests looking into rail service, consider the freight usage of road.	The 121/37 intersection contributes to corridor congestion and potential intersection improvements are included in the Corridor Plan's near-term improvements. Caltrans will be implementing some of the near term improvements at this intersection in 2018. Elevated options are also included in the Corridor Plan's mid- to long-Term improvements and will be assessed in more detail in later stages of project development. Rail service will not be precluded.
6	Sonoma Workshop		Supports short-term improvements at 121/37 intersection, encourages more public transit options especially expanding smart.	The 121/37 intersection contributes to corridor congestion and potential intersection improvements are included in the Corridor Plan's near-term improvements. Caltrans will be implementing some of the near term improvements at this intersection in 2018. Travel Demand Management (TDM) strategies, including transit, will be further assessed in later stages of project development. SMART is also seeking funding to conduct an easterly study called the NOVATO - SOLANO HUB see pages 59-61 in the presentation at: <a href="http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf">http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf</a> . Although SMART was not successful in 2017 there are more funding opportunities in 2018.
7	Sonoma Workshop		Supports short-term improvements, especially lengthening left turn lane eastbound at Lakeville road, extend 2 lanes eastbound past sears point for 2 miles, and activate passenger rail service to integrate with smart system.	Two eastbound lanes extending beyond the Sears Point intersection is included in the Corridor Plan's near-term improvements. Extension to eastbound left turn lanes to the Lakeville Highway has been added the mid-term projects. SMART is also seeking funding for a Novato Solano Hub, see response below
8	Sonoma Workshop		Support for smart train expansion along SR37 to Vallejo.	Agreed this is happening on a parallel track. SMART is seeking funding to conduct an easterly study called the NOVATO - SOLANO HUB see pages 59-61 in the presentation at: <a href="http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf">http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf</a> Although SMART was not successful in 2017 there are more funding opportunities in 2018.
9	Sonoma Workshop		Supports toll road and widening of lanes.	Comment noted.
10	Marin Workshop		Suggests consideration of variable pricing toll lanes (express lanes). Need to study undesirable effects of tolling, such as increasing overall system congestion. Suggests creating a middle reversible lane for segment B with varying toll price.	Reversible lane scenarios have been considered in the Corridor Plan and will be further assessed in future stages of project development, where tolling concepts will also be explored.
11	Marin Workshop		Suggests doing a geotechnical survey to find bedrock, investing in ferry service, and considering floating roadway (like Bayou states).	More detail engineering will be conducted as project phases progress. STA is studying ferry service between Vallejo and Marin.
12	Marin Workshop		Encourages alternative transportation options, specifically public transit and ferries.	Agree. Any long term solutions will integrate multi-modalism. STA is studying ferry service between Vallejo and Marin.
13	Marin Workshop		Supports the protection of wildlife corridors in the project area.	MTC, the north bay CMAs and Caltrans are working with the environmental community to develop design options integrating transportation, ecology, and sea level rise adaptation.
14	Marin Workshop		Strongly supports implementation of near-term improvements to allow sufficient time for selection of long-term strategy.	Agree. Caltrans will be implementing various near term projects to address congestion and safety at Highway 121, starting in early 2018.
15	Marin Workshop		Safety should be prioritized along the corridor: the east bound lane reduction and merge before Sears Point needs to be improved for safety by adding permanent lane partitions.	Agree. Caltrans will be implementing various near term projects to address congestion and safety at Highway 121, starting in early 2018.
16	Marin Workshop		Insists on the need to lessen congestion at the 101/37 interchange.	Caltrans is updating its Highway 101 Corridor System Management Plan which addresses the continued operations of Highway 101 in the North Bay. Any future projects on Highway 37 will also necessitate formal environmental review, which will look further into any traffic impacts.
17	Solano Workshop		Opposed to tolls and private ownership of road; supports 4-lane road expansion as double-decker bridge, HWY 37 should be prioritized because of the urgency of climate change.	Comment noted.
18	Solano Workshop		SR 37 needs to be prioritized; the Sears Point intersection needs to be improved in the short-term, the economic impact of the congestion needs to be studied, suggests adding a reversible lane to segment B.	The 121/37 intersection contributes to corridor congestion and potential intersection improvements are included in the Corridor Plan's near-term improvements. Caltrans will be implementing some of the near term improvements at this intersection in 2018. Reversible lane option for segment B comment is noted and under consideration.
19	Solano Workshop		Suggests looking at Caltrans’ 1990 study of SR 37 and the Sonoma County Regional Parks Department’s Bay Trail feasibility study from 2005/2006. Insists on including the creation of a “quality” Bay Trail along the corridor to attract tourists.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
20	Solano Workshop		Opposed to tolling but recognizes the urgency of the situation; if tolling is inevitable preference for a toll road. Strongly opposed to full privatization, in favor of a public transit option.	Noted. There is a north bay transit operators group that meets quarterly that the CMAs participate in; the CMAs and transit operators are also in discussion about a origin/destination study to identify home and work destination sites for users of the corridor to see if transit would be feasible. There are also TDM strategies that could be implemented on the corridor, such as vanpools.
21	Solano Workshop		Concerned about the cost to senior citizens on fixed incomes.	Comment noted.
22	Solano Workshop		Suggests adding permanent barriers between lanes on eastbound 37 before the 121 intersections in the short term, and prohibiting cars altogether in the long-term to make room for buses.	Comment noted.
23	Solano Workshop		Suggests creating a 2nd eastbound lane with the shoulder room and adding permanent barriers to separate eastbound lanes before the 121 junction.	Comment noted.

SR 37 Corridor Plan Appendix D - Response to Comments				
ID	Comment Origin	Name	Comment	Response
24	Solano Workshop		Strong support for a 4-lane causeway to be built urgently, and for improvements at the 121 intersection.	Comment noted.
25	Solano Workshop		Supports toll option as only realistic way to get project underway, and is in favor of creating a bike/ped path along the route.	Comment noted.
26	Solano Workshop		Encourages looking at public transit between Vallejo and Marin, such as a commuter bus.	There is a north bay transit operators group that meets quarterly that the CMAs participate in; the CMAs and transit operators are also in discussion about a origin/destination study to identify home and work destination sites for users of the corridor to see if transit would be feasible. There are also TDM strategies that could be implemented on the corridor, such as vanpools.
27	Solano Workshop		Supports widening segment B to 4 lanes, suggests building light rail tracks from Novato to HWY 12 junction, from Fairfield to Vallejo, and from Vallejo to Napa, with a free park and ride stations.	Widening segment B to 4 lanes is under consideration. Comment noted. SMART is seeking funding to conduct an easterly study called the NOVATO - SOLANO HUB see pages 59-61 in the presentation at: <a href="http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf">http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf</a> Although SMART was not successful in 2017 there are more funding opportunities in 2018.
28	Solano Workshop		Supports a public/private finance option, as only viable solution for the corridor.	Public/Private finance options are under consideration.
29	Solano Workshop		Supports bicycle and rail solutions to ease traffic and provide access to piers and levee trails; also supports elevated roadway and increased lanes.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
30	Solano Workshop		Priority issues along the corridor are: Mare Island access ramp, merge from 2 to 1 lane, elevate and expand number of lanes, correct 121 intersection. Also in favor of tolling and providing ferry service.	Mare Island Interchange and SR 121 are included as priority projects as part of segment B with alternatives suggested being considered. Public/Private finance options are under consideration as well.
31	Solano Workshop		Strong opposition to privatization, and strong support for Class 1 Bike lanes.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
32	Solano Workshop		Supports creating a bike path along the corridor, elevating the roadway and developing hiking trials.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
33	Solano Workshop		Suggests considering realignment to SR12 and adding bike paths with viewing areas.	Comment noted.
34	Solano Workshop		Supports enjoyable bicycle and pedestrian facilities along the route, with better access to open space (mentions the east span of the bay bridge as a good example).	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
35	Solano Workshop		Supports creating a Class 1 bike/ped path.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
36	Solano Workshop		Supports a ferry service from Vallejo to Larkspur, which connects to the SMART train.	STA has a Water Transit Study underway (which includes ferry service for the SR 37 Corridor). Details regarding the STA's Water Transit Study can be found at: <a href="http://www.sta.ca.gov/docManager/1000007094/Water%20Transit%20Plan%20-%20Scope%20of%20Work%20from%20RFP%202017-7a.pdf">http://www.sta.ca.gov/docManager/1000007094/Water%20Transit%20Plan%20-%20Scope%20of%20Work%20from%20RFP%202017-7a.pdf</a>
37	Solano Workshop		Strong support for the creation of a public transit option between Vallejo and Marin, as well as exploring a floating 4-lane bridge option with HOV lanes. In favor of tolling but strongly opposed to privatization.	There is a north bay transit operators group that meets quarterly that the CMAs participate in; the CMAs and transit operators are also in discussion about a origin/destination study to identify home and work destination sites for users of the corridor to see if transit would be feasible. There are also TDM strategies that could be implemented on the corridor, such as vanpools.
38	Solano Workshop		Suggests using RM3 funding for initial feasibility studies and alerting state legislators of the urgency of the project.	SR 37 currently has \$100 million dedicated from RM3 should the measure pass.
39	Solano Workshop		Suggests considering the no project option and putting all funds towards public transit and home creation near jobs, would like to see a full VMT analysis and growth inducing impact analysis, recommends consideration of a floating bridge option, supports Bay Trail project.	Comment noted.
40	Solano Workshop		Recommends partitioning the road prior to the crest of the hill with a barrier to separate the traffic going EB to Vallejo/Mare Island from the traffic turning north into 121 to Sonoma. Prefers funding SMART train extension than a bike lane.	SR 121/SR 37 Interchange solutions near Sears Point are being considered as priority as part of Segment B of the Corridor Plan. Comment noted.
41	Solano Workshop		Advocates for a Class 1 fully separated multi-use path that accommodates both bicycles and pedestrians.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
42	DAA Public Comment	Marin County, Department of Public Works	<p>Pages 3 and 6, 7 (3 places) - There are several instances where language reads that a section of SR 37 is "protected by levees." Protect, by definition, implies that the levee owners are shielding the highway from harm or injury. It seems more accurate to say that the highway was constructed at an elevation that is below many high tides and that the original construction relied on a variety of existing levees and berms not owned by Caltrans to keep the roadway dry under most conditions. "Reliance" is used on Page 6, which seems a more accurate term than "protected". It should also be noted that this reliance is generally not based on any formal relationship between Caltrans and the levee owners. Care should be taken to distinguish the District-maintained flood control levees from Caltrans levees or other existing levees and/or berms.</p> <p>It is important to note that the existing levee/berm network along Novato Creek, especially those segments downstream of the SR 37 crossing, predate the highway's construction (see USGS Quadrangle Map, Petaluma River, 1914). It is not clear if the original highway design analyzed flood protection provided by existing levee/berms along Novato Creek, especially those south of the highway alignment. The Marin County Flood Control &amp; Water Conservation District (MCFCWD) is not aware of an explicit acknowledgement or agreement that the Novato Creek levee/berms, both upstream and downstream of the highway alignment, would be maintained and operated to provide such protection. The primary use of the lands south of SR37 and downstream of highway is for irrigation reclamation/treated wastewater discharge with associated and complimentary agricultural uses (crop production and livestock grazing).</p>	Comment noted. "protected by" will be replaced with "relies on".
43	DAA Public Comment	Marin County, Department of Public Works	Page 3 states that Segment A is the most vulnerable to SLR -then provides the reasoning that it relies on levees for flood control. SLR is tied to daily tidal inundation, which is different than flood control, which is typically focused around rainfall events. Care should be taken to distinguish riverine flooding from inundation due to sea level rise.	Text will be revised as appropriate.



SR 37 Corridor Plan Appendix D - Response to Comments				
ID	Comment Origin	Name	Comment	Response
44	DAA Public Comment	Marin County, Department of Public Works	Pages 3 and 7 - The emergency work that Caltrans performed should be more explicitly described in the Plan. Page 3 - To what elevation was the roadway raised? Page 7 - How long was the segment of roadway that was raised? It should clarify that only a short segment was raised. Page 7 indicates that Caltrans used "funds to address the flooding." To "address" implies that the flooding issue is resolved. It may be more accurate to say that they used funds to "reduce the occurrence of flooding."	The intent of the document was to identify near and long term improvements. Will revise narrative as appropriate: page 7, change "address" to "reduce the occurrence". The improvements at Novato Creek included raising the elevation of about 1000 feet of roadway by two feet in both directions using lightweight material, installing 1400 feet of sheet piles 20 feet deep along the eastbound shoulder, and replacing and extending three large, cross-highway culverts. The repaired roadway elevation averages about 7.47 feet (NAVD 88) between its lowest and highest points.
45	DAA Public Comment	Marin County, Department of Public Works	Page 7 - Exhibit 5 is difficult to read and to pull out the information about where exactly the weak links are.	Comment noted. Exhibit 5 is intended to show the general locations of the weak links.
46	DAA Public Comment	Marin County, Department of Public Works	Page 14 - Traffic is also displaced to Atherton Avenue when SR 37 is closed at Novato Creek. There is no capacity on that two lane road for SR 37 traffic.	Comment noted.
47	DAA Public Comment	Marin County, Department of Public Works	Page 16 - Exhibit 15. Sears Point/Infineon Raceway is north of SR 37; on this map the marker is south. And the train segment should be labeled Amtrak only (not Capital Corridor).	Graphic will be updated as appropriate.
48	DAA Public Comment	Marin County, Department of Public Works	Page 17 -Please provide details for costs shown in Table 2.	Preliminary cost estimates were included in the corridor plan, and may be refined in later project phases.
49	DAA Public Comment	Marin County, Department of Public Works	Page 18 - Item 2 should include the need for pump stations to move water, as gravity drainage may not work.	Comment noted. This is a planning level document, example features were included in the corridor plan, more specific designs shall be conducted in future project development phases.
50	DAA Public Comment	Marin County, Department of Public Works	Page 19 -the embankment option will also likely require the need for pump stations to move water, because the roadway will function as a levee.	Comment noted. This is a planning level document. More specific designs shall be conducted in future project development phases.
51	DAA Public Comment	Marin County, Department of Public Works	Page 21 - Again, it would be helpful to show and describe the weak links in more detail.	Comment noted. Exhibit 5 is intended to show the general locations of the weak links.
52	DAA Public Comment	Marin County, Department of Public Works	Page 21- Table 3 reaches with "2050." What does that imply? The text implies the DAA will identify near-term roadway and levee improvements. What are the near-term design heights?	The corridor plan identified levee elevation needs under different 2050 flooding scenarios. Interim levee heights and specific improvements will be determined in later project phases.
53	DAA Public Comment	Marin County, Department of Public Works	Page 23 - Exhibit 24. For this alternative, does the traffic model account for the EB portion of the roundabout being used as a third through lane for EB 37 traffic? There is no means to preclude drivers from making such a maneuver and without signal control, it becomes like any other mixed-flow lane. Any backup on EB 37 east of this location will likely encourage this behavior which will then effectively block any movement of drivers going north on 121.	The exhibit is a schematic of a potential roundabout design option. Detailed traffic operational analyses for the roundabout designs will be completed in a future project phase.
54	DAA Public Comment	Marin County, Department of Public Works	Page 24 - Include language that some levees also need to be rebuilt due to age and lack of engineered design. Simply raising the levees may not be enough. Segment B addresses the Bay Trail. Why is there no mention in Segment A? Please include an analysis of operational issues at the SR 101 interchange due to the change in westbound traffic volumes.	The corridor plan included a recommendation to raise Segment A as part of the Mid to Long-Term Improvements. Further field assessment/survey of the existing levee system will be required prior making specific levee improvements. The limits of the traffic operational analysis are between SR 29 to US 101.
55	DAA Public Comment	Marin County, Department of Public Works	Page 29 - Please provide details for the Segment A Flood Protection costs.	Preliminary cost estimates were included in the corridor plan, and may be refined in later project phases.
56	DAA Public Comment	Marin County, Department of Public Works	Page 29 - Near Term Improvements Summary table: With this generic improvement it would be helpful to break this out into A1 and A2 segments or list similarly to the B segment which has project items identified for specific locations in the segment.	Comment noted.
57	DAA Public Comment	Marin County, Department of Public Works	Page 30 - Please provide details for Segment 1 levee improvements and raised roadway costs. Please provide a basis why this work can't start in the 7-10 year timeframe.	Preliminary cost estimates were included in the corridor plan, and may be refined in later project phases. Work could start sooner for segment A should resources become available.
58	DAA Public Comment	Marin County, Department of Public Works	Page 30 - Mid-to-Long-term Improvements Summary table. Similar to the Near Term table, with this generic improvement it would be helpful to break this out into A1 and A2 segments or list similarly to the B segment which has project items identified for specific locations in the segment.	Comment noted.
59	DAA Public Comment	Marin County, Department of Public Works	Page 31- Priority Segment. Either the heading should be changed or the first sentence truncated to state it has been identified as the priority segment for the following reasons: (and then cite the reasons). Otherwise it suggests the corridor study is primarily about capacity enhancement/congestion mitigation. Please be open to the possibility to move forward with some strategic elements in Segment A concurrent with efforts to move forward Segment B.	Improvements were identified and phased based on availability information and not intended to preclude Segment A improvements to be concurrent with Segment B in future project development phases.
60	DAA Public Comment	SR 37 – Baylands Group	Improvements to the SR 37 corridor should be integrated with implementation of existing habitat goals and the extensive ecological planning for this region that has already occurred to ensure ecosystem function and landscape resiliency into the future.	The planning, design and implementation of improvements for SR 37, where possible, will aim to take advantage of and be compatible with the existing habitat goals and extensive ecological planning efforts that have already occurred in this region. The design options for potential improvements would accommodate existing habitats and land uses while anticipating future larger scale landscape changes that may occur in the future as a result of wetland restoration, habitat evolution in response to sea level rise, and land use changes.
61	DAA Public Comment	SR 37 – Baylands Group	The corridor improvement project should be defined as an array of alternatives that meet goals to relieve traffic congestion of SR 37 while adapting to sea level rise rather than assuming the road will be reconstructed in its current location. Integration of the project’s transportation and ecological goals could be achieved by elevating the highway on a bridge causeway, moving traffic inland, planning for alternative transportation options, or other alternatives.	A range of design alternatives that aim to address the purpose and need of improvement(s) for SR 37 will be developed and evaluated as part of the current design alternative assessment, and it is expected the range of alternatives will continued to be further refined and evaluated through the subsequent CEQA/NEPA environmental phase.

SR 37 Corridor Plan Appendix D - Response to Comments				
ID	Comment Origin	Name	Comment	Response
62	DAA Public Comment	SR 37 – Baylands Group	A thorough examination of alternatives, including an inland highway and a North Bay bridge, is needed. Since the Corridor Improvement Plan is intended to feed into the California Environmental Quality Act (CEQA) process, it important not to rule out alternatives that would avoid impacts to baylands habitats at this stage. Redesign of the highway in its current alignment should be selected as the preferred alternative only if it is determined, through CEQA analysis, to be the least environmentally damaging option.	See Response to comment #61. In addition, the corridor plan is not intended to preclude other alternatives from being considered during later phases of the project development.
63	DAA Public Comment	SR 37 – Baylands Group	<p>In developing the alternative of reconstructing SR 37 along its current alignment, improved ecological connectivity should be a central objective. The primary means of achieving this objective is to “Elevate Highway 37 and modify or realign rail lines and other infrastructure to allow the full passage of water, sediment and wildlife.” This recommendation is found in The Baylands and Climate Change: What We Can Do, the 2015 update to the 1999 Baylands Ecosystem Habitat Goals report. The 2015 Science Update represents the consensus of over 100 scientists representing a cross section of expertise and experience gained through studying and working in the San Francisco Bay.</p> <p>Historical ecology should be the starting point for understanding the San Pablo Baylands and the need for improved connectivity. To support conservation and restoration of the Baylands, SR 37 corridor improvement should include consideration of:</p> <ul style="list-style-type: none"><li>a. Historical ecology;</li><li>b. Changes that have occurred since the land was diked and drained for agriculture, including subsidence;</li><li>c. Remaining historic habitats and other valuable existing habitats;</li><li>d. Habitat conservation and restoration projects that have been completed or are ongoing or planned;</li><li>e. The impacts of projected sea level rise on wetlands, including the need for marsh migration; and</li><li>f. The needs of specific wildlife populations.</li></ul>	<p>The Baylands and Climate Change: What We Can Do, the 2015 update to the 1999 Baylands Ecosystem Habit Goals report is an important reference document for the design alternative assessment work for SR 37. The technical input and advice on ecological connectivity from the scientists that are participating in the environmental working group, which was established with the help of representatives from the SR 37 Baylands Group, will also inform the various design considerations. Improving ecological connectivity is a central theme. This stakeholder process is considering and evaluating all of the factors raised by this comment (historical ecology, land use changes, existing habitat, restoration plans, effect of SLR, and wildlife needs), and identifying through collaboration with project engineers, how those factors influence the design process for a more resilient SR 37. With the support of the environmental stakeholders, these factors have already influenced the design and will continue to do in subsequent phases of the project.</p>
64	DAA Public Comment	SR 37 – Baylands Group	Direct impacts to habitats and wildlife, including endangered species, must be avoided or minimized. Any mitigation should be accomplished by supporting wetlands restoration in the San Pablo Baylands that is compatible with existing habitat goals for the area, not through offsite mitigation.	An evaluation of the direct and indirect environmental impacts of improvement(s) to SR 37, including identification of mitigations when needed, will be conducted during an SR 37 project's environmental phase, and specific consideration of mitigation supporting restoration of San Pablo Baylands (rather than off-site mitigation) would be most appropriate during the environmental review. Through the environmental working group process, the project team has already identified a number of near-term and long-term ecological enhancements or mitigation projects that could be implemented within San Pablo Bay and more specifically along the SR 37 corridor.
65	DAA Public Comment	SR 37 – Baylands Group	Near-term solutions should protect wetland resources and maintain restoration options to the maximum extent possible. They should be designed to avoid filling wetlands and the Bay and avoid placing infrastructure, such as sea walls, that would be barriers to tidal exchange. Near-term solutions that do not involve construction of new roadway elements (such as express bus service, park and ride lots and organized carpools and vanpools) are encouraged.	Near-term operational improvements are intended to address and rectify an existing traffic operations, traffic safety, or short-term flooding due to seasonal heavy storms and be implemented within a short-term period, ideally within five years when possible. Minimizing impacts to wetlands and the Bay is being considered as part of the near-term solutions design to alleviate corridor congestion. An environmental review of such operational improvements will be conducted, and the design of such improvements would aim to not preclude future design alternatives. Operational improvements such as bus service, park-ride lots, carpools/vanpools, and related demand management strategies would be pursued when possible to increase person throughput within the corridor.
66	DAA Public Comment	SR 37 – Baylands Group	Near-term solutions should avoid foreclosing design options. Near-term solutions should not foster an acceptance of the status quo or a premature commitment to incremental improvements rather than open-minded consideration of a design that is significantly different from the current one. Pursuing structural near-term improvements provided on Page 26 could narrow the full range of design options and could result in foreclosure of options for tidal wetland restoration and negatively impact the connectivity discussed above.	See Responses to Question #61, 63, and 65. In addition, a goal of the environmental working group is to better understand what the long-term vision for the corridor is in terms of future land use and restoration activities so that the highway itself does not preclude any future environmental opportunities that may arise and that the highway may, in fact, facilitate those opportunities to a greater extent than exists today.
67	DAA Public Comment	SR 37 – Baylands Group	Agencies leading the corridor improvement process should avoid piecemealing under CEQA. Given the limited utility of addressing current and future flood risk on one part of the highway without the others, pursuing road segment improvements as separate projects with their own environmental documents, rather than under a programmatic EIR for the whole corridor, could result in piecemealing under CEQA. CEQA does not allow piecemealing because it can result in underestimating significant impacts and can hinder development of a comprehensive solution.	<p>SR 37 is a 20-plus mile linear transportation corridor with multiple segments that span multiple jurisdictions and features differing levels of roadway improvements. These segments, to varying degrees, feature flooding due to seasonal heavy storms, experience high traffic congestion, and exhibit vulnerability to future sea level rise. MTC, Caltrans and the four North Bay congestion management agencies (CMAs) have identified a pressing regional need to separately evaluate Segment B’s 2-lane segment of SR 37 from SR 121 at Sears Point to Mare Island interchange in Vallejo because the combination of all three issues – flooding, congestion and sea level rise vulnerability – are most acute within that segment. Because the other segments of SR 37 feature four lanes, they do not experience the transportation capacity constraints and congestion seen in Segment B. Any proposed improvements to be implemented within Segment B would have independent utility and would not necessarily trigger any need to improve the other segments.</p> <p>Notably, opportunities to evaluate Segment A from US 101 to SR 121 and Segment C from the Mare Island interchange to I-80 are not foreclosed with the current design alternatives assessment efforts undertaken for Segment B. In fact, Segment A and Segment C will also be evaluated separately by Sonoma and Marin CMAs and the Solano CMA, respectively. The timing for the implementation of improvements will vary across the segments, given the different scopes, budgets, schedules, available funding and approval processes (to name a few) of improvements identified for each segment. That said, any project to implement improvements to Segment B will need to evaluate all impacts that may result from that project, as well as any cumulative impacts related to other potential projects. However, the fact that a project to improve Segment B may have impacts that are similar to future potential projects to modify other segments does not mean that separately evaluating the improvements to Segment B would constitute piecemealing, as that term is used with regard to the California Environmental Quality Act. Those future projects may not be implemented for some time and will likely be undertake by different lead agencies.</p>
68	DAA Public Comment	SR 37 – Baylands Group	<p>Project alternatives developed in the Design Alternative Assessment (DAA) for the segment between SR 121 and Mare Island should be evaluated based on their ability to achieve the following goals.</p> <p>a. As in the corridor-level analysis, connectivity that is restricted by the current form of the highway should be restored in areas where it is needed, based on consideration of the factors above (historical ecology, existing habitat, current and planned restoration projects, sea level rise projections and the need for marsh migration, needs of particular wildlife populations, etc.). Connectivity includes hydrologic connectivity needed to support wetland processes, such as sediment transport to enable marshes to keep up with sea level rise, as well as connectivity needed by fish, wildlife and plant communities.</p> <p>b. As in the corridor-level analysis, direct impacts to habitats and wildlife, including endangered species, must be avoided or minimized. Again, any mitigation should be accomplished by supporting wetlands restoration in the San Pablo Baylands that is compatible with existing habitat goals for the area, not through offsite mitigation.</p>	See Responses to Question #61 and #63. As part of environmental working group process, the factors described (historical ecology, existing habitat, current and planned restoration projects, sea level rise projections and the need for marsh migration, needs of particular wildlife populations), along with potential direct impacts to special-status and other wildlife species, are all being considered.



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69	DAA Public Comment	SR 37 – Baylands Group	Pages 8 and 19. The study uses relatively old estimates of sea level rise projections. Newer models, based on more recent observations and modeling improvements, indicate higher rates of sea level rise are likely under more extreme greenhouse gas emission scenarios. Although the mean level of sea level rise in the study is consistent with the median projection of the most recent Ocean Protection Council (OPC) report (2017), the upper limits of projections are much higher (range of NRC 2012 at 2100 17-66 inches, range of OPC study 19.2- 120 inches). As the report acknowledges, the State’s guidance to plan for a worst scenario, planning for SR 37 should include the new 10-foot projections in their planning process. An adequate assessment of project risks and costs will need to include this larger rate of sea level rise with a 100-year storm. It is also worth noting that substantial portions of sections A2 and B1 are vulnerable to inundation with only 1.6 feet of sea level rise (see www.ourcoastourfuture.org and below).	<p>The corridor plan was prepared using the best available data, tools and models available to the preparers during the development of the plan, and the high-level assessment made based on available resources is appropriate level of detail for the purposes of this plan. Future phases of project design will accommodate the best available science at that time and would likely include an evaluation of risks and costs as suggested by the commenter.</p> <p>The long-term highway elevation is currently proposed to be approximately 20 ft NAVD88. This elevation is approximately 10 ft above the existing 1% annual chance tide level for north San Pablo Bay. The proposed highway facility (either embankment or structure) would accommodate the highest water levels anticipated during a 100-year coastal storm event coupled with 66 inches of SLR and provide additional freeboard of 1 to 2 ft. This means that the highway would not experience flooding during a 100-year storm event until approximately 7 ft of SLR occurred at which time minor wave overtopping onto the roadway could occur. Significant inundation (and presumably closure) of the highway would not occur until 10 feet of SLR occurred coupled with a 100-year coastal storm event. As an additional point of reference, it would require approximately 12 ft of SLR before a regularly occurring winter storm event (on the order of a 1-2 year storm) caused significant inundation of the highway.</p> <p>Regarding the 2017 OPC SLR projections, the upper range SLR projection (0.5% chance of exceedance) under the most extreme greenhouse gas emissions scenario (RCP 8.5) is 83" (or 7 ft). This is a scenario with an extremely low likelihood of occurrence. The new guidance provides asset managers with the information they need to perform risk-based evaluations and evaluate the design (and cost) trade-offs of different levels of SLR. Those evaluations may or may not lead to an asset manager to select the most precautionary SLR projection and that level of assessment (of risks and costs) has not yet been completed.</p>
70	DAA Public Comment	SR 37 – Baylands Group	Page 11. Add the following text to the end of the sentence in the green text box: “...using nature-based solutions.”	Comment noted. Nature-based solutions will be considered when appropriate in the improvement design development process.
71	DAA Public Comment	SR 37 – Baylands Group	Page 19. Add San Pablo Song Sparrow and Chinook salmon as protected species.	This technical information will be incorporated into the corridor plan as suggested.
72	DAA Public Comment	SR 37 – Baylands Group	Page 20. There should be net zero wetland loss. Many of the Baylands along the B2 section of the corridor are high quality habitat that will prove difficult to mitigate given the length of time needed for tidal marsh restoration and future projections of sea level rise.	Comment noted. Reducing impacts to existing wetlands along Segment B is being incorporated into the design process. The design process also includes identifying opportunities to enhance, restore, and reconnect existing wetlands along Segment B.
73	DAA Public Comment	SR 37 – Baylands Group	Pages 34. Wetland mitigation should be performed on site, not off site. Mitigation should be within the SR 37 corridor even if large-scale on site mitigation is not feasible. Smaller mitigation sites within the watershed have potential for connectivity and expanding habitat. These localized benefits would not be realized through restoration of a large, off site mitigation parcel.	See Response to #64. Please also note that offsite mitigation is included as a possible (not necessarily recommended) means for no-net loss mitigation. In addition, the project team is working to incorporate integrating wetland enhancement, reconnection, and restoration as part of the design process and agrees that wetland restoration in the SR 37 corridor is a preferred approach.
74	DAA Public Comment	SR 37 – Baylands Group	Throughout the document, the spelling for Ridgway’s rail should be corrected. There is no ‘e’ after the ‘g’.	Typo will be corrected as suggested.
75	DAA Public Comment	SR 37 – Baylands Group	<p>The Baylands Group is developing a Preliminary Vision for the four-county SR 37 corridor (San Pablo Baylands), which will include a map depicting existing habitats, completed, current, and planned habitat restoration projects, and conceptual diagrams of ecological processes illustrating the importance of connectivity across SR 37. We anticipate working with the Policy Committee to incorporate the Preliminary Vision into the SR 37 corridor plan and design process via collaboration between the Baylands Group and MTC’s Environmental Working Group</p> <p>The Bay Trail connection along Highway 37 is one of these critical trail connections for the Ridge Trail, Delta Trail and Vine Trail.</p>	Incorporate the working draft version of Baylands Group's Vision Statement and Guiding Principles as part of the Goals and Objectives section of the corridor plan (dated Aug. 16, 2017).
76	DAA Public Comment	Bay Area Ridge Trail Council	<p>The Ridge Trail Council feels that the five alternatives shown in the plan do not address pedestrian and bicycle access in a sufficient manner. For example, none of the options accommodate pedestrians and the majority do not separate bicyclists from the 55+ mph vehicular traffic.</p> <p>The Ridge Trail Council advocates for a Class 1, fully separated multi-use path that accommodates both bicycles and pedestrians as a baseline with additional opportunities for robust public access tiering off of whatever roadway facility is ultimately chosen.</p>	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
77	DAA Public Comment	Marin Audubon Society	<p>Our recommendation is that an alternative which avoids impacts to the aquatic ecosystem of the Highway 37 area be considered and evaluated before alternatives involving mitigation are considered.</p> <p>The preferred mitigation in the CEQA is avoidance. In compliance with that guidance, MTC should first consider alternatives that would avoid adverse ecosystem impacts. Only after avoidance is determined to be infeasible should alternatives that would minimize and/or replace wetlands on or off-site, or through a bank be considered. We note also that both the Federal 404 Guidelines and the San Francisco Bay Regional Water Quality Control Board require an Alternatives Analysis which also must demonstrate that there is no practicable alternative which would have less environmental impact on the aquatic ecosystem.</p>	Comment noted.
78	DAA Public Comment	San Francisco Bay Trail	<p>We are concerned that the needs of the Bay Trail and the non-motorized users it serves are not adequately accommodated in the discussion or documents to date. Our main concerns are as follows:</p> <ul style="list-style-type: none"> <li>• Safety—All options need full barrier protection for non-motorized users</li> <li>• Pedestrians must be accommodated</li> <li>• That a complete and continuous multi-use pathway is a baseline element of any alternative and moves through planning, environmental review, design, permitting and construction in tandem.</li> </ul>	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.

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79	DAA Public Comment	San Francisco Bay Trail	<p>Page 19 of the current Draft Highway 37 Corridor Improvement Plan portion of the Design Alternatives Analysis (DAA) states: “There are various options to constructing a raised segment B that accommodate multi-modal transportation operations and SLR resiliency while minimizing environmental impacts and construction costs. An option of providing a 12’ barrier separated Class IV bicycle facility on the roadway connecting to the Class I bicycle facility on the Bay Trail.”</p> <p>It is unclear what “Class I bicycle facility on the Bay Trail” is being referenced here, but it is important to note that of the examples that follow on pages 25 and 26, only two of the five propose a barrier, three propose a rumble strip as separation from high-speed traffic, and not a single alternative proposes to accommodate pedestrians.</p>	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
80	DAA Public Comment	San Francisco Bay Trail	<p>Bay Trail Project comments to date have repeatedly stated that regardless of what entity ultimately owns and operates this facility, inclusion of Class I, fully separated multi-use pathway along the entire length of the project is of paramount importance and must be and remain a baseline element of the project. The options shown that include a barrier do not illustrate an inviting condition. While understood that these are concept level plans, it is imperative that plans for Highway 37 include the following from the outset:</p> <ul style="list-style-type: none"><li>• Minimum pathway width of 12’ clear with two 2’ shoulders. Current shown is an 8’ wide two-way bicycle only path with 2’ shoulders.</li><li>• Positive barrier separating traffic from multi-use path, designed to protect pathway from debris while also allowing visual penetration.</li><li>• Robust safety analysis—which side for path? Wind, pollution, debris, must be evaluated</li><li>• Routine maintenance and repair of facility must be incorporated into project</li><li>• High quality connections to existing and future segments of Bay Trail such as Port Sonoma, Sonoma Baylands, Sears Point, Tubbs/Tolay loop trail, Skaggs Island, White Slough Path, Wilson Avenue, the Vallejo Waterfront and ferry, and the Napa Valley Vine Trail and other important local destinations must be included and well designed.</li><li>• Scenic viewing/resting areas, including access down to ground level boardwalk platforms with interpretive displays must be baseline elements of the project.</li><li>• Pathway lighting to allow nighttime use</li><li>• Tolling—the Bay Trail is and must remain free and accessible to the public at all times.</li><li>• Design will be of particular importance due to the length of the facility. The East Span Bay Bridge represents good bike/ped design. Yolo Causeway on Highway 80 near Sacramento is poorly conceived and executed.</li><li>• All aspects of the pathway—planning, designing, permitting, funding, construction—must move forward together.</li></ul>	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
81	DAA Public Comment	San Francisco Bay Trail	<p>The importance of including the most robust version of bicycle and pedestrian facilities in the planning phases cannot be overstated. Some have noted over the past few years of discussion that the Bay Trail could be placed on the levees that may remain in place below an elevated structure, should that alternative move forward. While such an approach could provide value for a time, the underlying, fundamental reason for tackling the monumental Highway 37 challenge is that the current levees and roadways are being overtaken by sea level rise.</p> <p>Therefore, any scenario that leaves the Bay Trail below the future roadway structure either leads to a discontinuous trail or requires a massive parallel effort to build an entirely separate continuous trail off of the roadway.</p> <p>As the DAA moves to the next phase of more detailed design consideration, please ensure that bicycles and pedestrians are accommodated with the items listed above incorporated into any and all alternatives. Additionally, any near and mid-term projects to address traffic and/or SLR on Highway 37 should seek opportunities to advance the Bay Trail. The Sonoma County Regional Parks Department should be consulted regarding current efforts to connect the Sears Point Bay Trail (currently ending near the Hwy 121/37 intersection) to the Tubbs/Tolay Bay Trail. Several short-term fixes are proposed for the 37/121 and SMART Rail intersection, and opportunities to advance the goals of the Bay Trail, Sonoma County Regional Parks, and the traveling public should not be missed.</p>	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
82	DAA Public Comment	The Marin, Sonoma, and Napa County Bicycle Coalitions	Provide a physically separated, continuous multi-use pathway that accommodates people travelling by foot and bike. In order for the corridor’s multi-use pathway to meet its potential as a world-class facility, we urge the agencies to 1) expand access to include those travelling by foot and 2) design it in a manner that is safe and appealing. On the latter, it’s crucial that the pathway is physically separated and protected from vehicular traffic. The use of rumblestrips as a buffer between people bicycling and heavy traffic travelling 50+ MPH is unacceptable.	Any long term solutions will integrate multi-modalism. Bicycle and/or pedestrian facilities will be integrated where feasible in future project phases.
83	DAA Public Comment	The Marin, Sonoma, and Napa County Bicycle Coalitions	The multi-use pathway described above should be included as a baseline element of the project. This multi-use pathway should be planned, designed, permitted, funded, and built in lockstep with the rest of the project.	Any long term solutions will integrate multi-modalism. Bicycle and/or pedestrian facilities will be integrated where feasible in future project phases.
84	DAA Public Comment	The Marin, Sonoma, and Napa County Bicycle Coalitions	The multi-use pathway must connect seamlessly with other regional and local bicycle and pedestrian networks. As noted above, a multi-use pathway along the Highway 37 corridor has the potential to connect to a number of existing and planned pathways. These connections should be prioritized as the design process advances.	Any long term solutions will integrate multi-modalism. Bicycle and/or pedestrian facilities will be integrated where feasible in future project phases.
85	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 3, line 6 “... and critical habitat would be lost.” Revise or delete. The relationship between habitat and permanent roadway closure due to sea level rise is complex, and would develop over many years. The environmental effects of inundation events would largely precede any final closure of the highway, and are not described further in the plan document.	Text will be revised to read "...critical habitat could be altered".



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86	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 4, Traffic Congestion, lines 3-4 “No transit opportunities are available along the study corridor to offset vehicular demand.” Revise this sentence to state that no concerted efforts have yet been taken to encourage car-pools, establish van-pools, or provide bus, ferry, or rail service connecting the Interstate 80 and US 101 Corridors.	Statement is correct and effort is underway. There is a north bay transit operator group that meets quarterly and Transportation Authorities participate in. Additionally, the Transportation Authorities are in discussions regarding an origin/destination study to identify home and work destinations and help determine transit feasibility. TDM strategies, such as vanpools, could also be considered to help alleviate corridor congestion.
87	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 15, lines 3-4 “... rail transit, ferry alternatives ... were evaluated as possible strategies to retreat and it was determined that none of these are feasible standalone strategies ....” Revise to state that rail, and ferry options may be important within the next three decades and should be studied further. No public transportation system ever stands alone. The region is best served when transit systems and roadways support one another.	Agree text will be revised similar to request, but ferry and rail studies will proceed on parallel tracks to the highway efforts. STA has a Water Transit Study underway (which includes ferry service for the SR 37 Corridor) and SMART is seeking funding to conduct an easterly study called the NOVATO - SOLANO HUB see pages 59-61 in the presentation at: <a href="http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf">http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf</a> Although SMART was not successful in 2017 there are more funding opportunities in 2018. Details regarding the STA's Water Transit Study can be found at: <a href="http://www.sta.ca.gov/docManager/1000007094/Water%20Transit%20Plan%20-%20Scope%20of%20Work%20from%20RFP%202017-7a.pdf">http://www.sta.ca.gov/docManager/1000007094/Water%20Transit%20Plan%20-%20Scope%20of%20Work%20from%20RFP%202017-7a.pdf</a>
88	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Pages 15 - 17, Rail Alternative. Revise to recommend further study. The “Rail Alternative” is described as a potential replacement for SR-37, when in fact it would supplement the roadway, particularly if population along the I-80 corridor continues to grow. To the extent that rail service could provide an option for people who commute from the City of Sonoma and the I-80 corridor to the US-101 corridor, it would reduce traffic on SR-37. These factors merit ongoing evaluation, and should not be dismissed. The estimated costs of various approaches to establishment of passenger rail service should be described in considerably greater detail.	Efforts on SR 37 will not preclude rail. See response #87.
89	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 17, Ferry Alternative. Revise to recommend further study of the costs, benefits, and implementation options for various ferry alternatives that would reduce dependence on the roadway. Knowledge of these factors provides a basis for determining relative value of widening the 2-lane section of highway.	STA has a Water Transit Study underway (which includes ferry service for the SR 37 Corridor). Details regarding the STA's Water Transit Study can be found at: <a href="http://www.sta.ca.gov/docManager/1000007094/Water%20Transit%20Plan%20-%20Scope%20of%20Work%20from%20RFP%202017-7a.pdf">http://www.sta.ca.gov/docManager/1000007094/Water%20Transit%20Plan%20-%20Scope%20of%20Work%20from%20RFP%202017-7a.pdf</a>
90	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 17, Maintain Existing Roadway. Revise to call for improvement of the existing roadway in the next two or three years. In addition to the suggested lane modifications, features such as diamond lanes, lane-metering, and queue-jumping options should be evaluated to encourage use of carpools, van-pools, and to enable establishment of bus routes through the corridor.	These ideas, including TDM strategies, will be evaluated. Request for queue-jumping options will be passed on to Caltrans and evaluated as projects are identified and advanced.
91	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 19, Raised Roadway. Revise to describe the current state of knowledge about the depth of bedrock along SR-37. Feasibility of the various options depends greatly on foundation conditions and on forecasts of mud compaction beneath berms. It may not be possible to proceed much further with planning until more geological information is available.	Geotechnical investigation will be part of future studies.
92	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 20, Environmental Mitigations. Revise to address the potential noise, air pollution, and greenhouse gas impacts of an elevated and widened roadway.	These will be addressed in the CEQA/NEPA process when a project is selected and initiated.
93	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 22, Exhibit 20: Study Corridor Segments. Display all of the railroad track locations, including the eastern segment from the bridge over the Napa River to Napa Junction.	See Exhibit 15 for this information
94	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 22, Lane-Drop Merge at SR 121 Intersection. Add a description of queue-jumping options, diamond lane and lane-metering opportunities to encourage car-pools, van-pools, and to make bus service along SR-37 an attractive option. Without such features, it is likely that the Express Bus Transit Service discussed on page 23 would attract fewer riders, and there would be little likelihood of reducing the proportion of single-occupant vehicles in the corridor.	Request for queue-jumping options will be passed on to Caltrans and evaluated as projects are identified and advanced.
95	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Page 23, Paragraph 3: “Improve Merge and Lane Drop at Mare Island WB On-Ramp:” Add a description of diamond lane and lane-metering opportunities to encourage car-pools, van-pools, and to make bus service viable, as described above.	Same as above
96	DAA Public Comment	Sonoma County Transportation and Land Use Coalition	Pages 23-24, Express Bus Transit Service. Revise to include van-pool and car-pool improvements. Rather than calling for a separate study of ways to reduce reliance on single-occupant vehicles, make this a significant part of the Corridor Plan. Coordinate the Corridor Plan with Climate Action Planning by the four counties.	Study will be conducted as part of TDM options.
97	DAA Public Comment	Sonoma County Regional Parks	As stated above, the Bay Trail currently ends approximately 1,000 feet south of SR 37, and the Draft Corridor Improvement Plan should address the connection to the current endpoint of the trail.	MTC, the north bay CMAs and Caltrans are working with the environmental community, including Bay Trail, to develop design options integrating transportation, ecology, and sea level rise adaptation.
98	DAA Public Comment	Sonoma County Regional Parks	Near-term options for the SR121-SR37 intersection (pages 22-23) do not address bicycle and pedestrian facilities or connections to the Bay Trail.	Comment noted.
99	DAA Public Comment	Sonoma County Regional Parks	The "Potential Improvements" on Exhibit 16 (page 1 7) shows a proposal to increase the length of the eastbound right lane. The increased lane length would require widening of SR3 7 and could reduce the amount of land available to develop a proposed trailhead parking lot for the Bay Trail. Regional Parks is evaluating a trailhead parking lot at the southwest intersection of SR37 and railroad tracks.	Comment noted.
100	DAA Public Comment	Sonoma County Regional Parks	Many of the concepts (pages 25-26) indicate use of a Class IV bikeway along the reconstructed SR37. Class IV bikeway is intended for the exclusive use by bicyclists and no pedestrians. These options would require construction of a separate exclusive facility for pedestrian use that is not currently indicated. Some of the options being considered in the Bay Trail - Sears Point Connector Feasibility Study, such as an elevated boardwalk or floating boardwalk crossing of Tolay Lagoon may be compatible with SR37 vehicle options and would provide a separate pedestrian and bicycle facility. We recommend at a minimum a Class I bicycle path with a physical barrier separating vehicle traffic on the south side of the roadway facing San Pablo Bay. This will allow trail users to enjoy and experience the views of San Pablo Bay and beyond.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.

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101	DAA Public Comment	Sonoma County Regional Parks	The existing and planned segments of the Bay Trail will be submerged due to sea level rise and will be inaccessible to pedestrians and bicyclists. Thus, any proposed mid-to long-term improvements to SR37 such as raised roadway or elevated causeway must include bicycle and pedestrian access along the entire length of SR37 as required by Caltrans Deputy Directive 64. The Bay Trail is a regional recreational trail but also serves as a non-motorized transportation route connecting all four counties: Marin, Sonoma, Napa, and Solano.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
102	DAA Public Comment	Sonoma County Regional Parks	Tables 4 and 5 (pages 29 and 30) should address Active Transportation components of the project, including completion of the Bay Trail.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
103	DAA Public Comment	Sonoma County Regional Parks	An elevated levee-like buttress fill option for the Bay Trail is also being considered along SR37, and could possibly be accommodated in several of the SR37 options. This may provide some sea level rise protection.	The alternative included in the document are preliminary and include possible options for accommodating bicycles with roadway widening. They are not intended to preclude other alternatives that may be explored during later project development phases.
104	DAA Public Comment	Sonoma County Regional Parks	The area immediately east of Tolay Lagoon is the Tubbs Island farmland operated by Vallejo Flood Control and Sanitation District. This area is protected from tidal action by a levee maintained by them. A sea wall and rock slope protection of the road embankment toe as shown on the preliminary sections may not be needed in this area.	Noted. This is a planning level document, example features were included in the corridor plan, more specific designs shall be conducted in future project development phases.
105	DAA Public Comment	Sonoma County Regional Parks	There could be several miles of SLR resilience if the buttress fill option were constructed together with the levee system maintained by Vallejo Flood Control and Sanitation District.	Noted. This is a planning level document, example features were included in the corridor plan, more specific designs shall be conducted in future project development phases.
106	DAA Public Comment	Sonoma County Regional Parks	A priority of the US Fish and Wildlife Service San Pablo Bay Wildlife Refuge resilience study is the enlargement of the current Highway 3 7-Tolay Creek culvert, to insure a better hydrologic connection between upper Tolay Creek and Tolay Lagoon. The final Corridor Improvement Plan should include this discussion.	MTC, the north bay CMAs and Caltrans are working with the environmental community, to develop design options integrating transportation, ecology, and sea level rise adaptation, including hydrologic connectivity.
107	DAA Public Comment	Sonoma County Regional Parks	Pedestrian/bicycle on-off ramps to and from the Class I bicycle path (serving as the Bay Trail) should be incorporated into the SR37 improvements. The on-off ramps will enable pedestrians and bicyclists to access existing trailheads, vista points, and future park and ride lots within the SR37 corridor. The future park and ride lots can also serve as trailheads. The Carquinez Bridge Bicycle and Pedestrian Path project is an example of where public access to a vista point and parking lot was provided.	Comment noted.
108	DAA Public Comment	Greenbelt Alliance	As stated in the Corridor Plan, a net-zero wetland loss approach and large-scale on-site restoration should be prioritized throughout the DAA process.  Achieving a self-mitigating project should be the ultimate goal, as suggest by Steven Moore of the California State Water Resources Control Board at a recent panel discussion hosted by the Bay Area Resilient by Design Challenge.  As stated in the Corridor Plan, The creation and implementation of a Regional Advanced Mitigation Plan (RAMP) is one potential approach. We strongly support examining how participation in a RAMP program could foster robust, coordinated conservation activities along the SR 37 corridor.	A goal of the project is to integrate not mitigate transportation, ecosystem and sea level rise adaptation. A preferred alternative project would incorporate the wetlands.  Currently, MTC, four CMAs and Caltrans are working with environmental stakeholders to determine their priorities for a successful project.  As stated in the Plan, the implementation of RAMP has been identified as a potential conservation approach.
109	DAA Public Comment	Greenbelt Alliance	The potential for new transportation investments in the SR 37 corridor to influence land use patterns within the corridor and across the North bay must be considered and fully analyzed in the Corridor Plan and DAA. While much of the land along SR 37 between US 101 and Interstate 80 is protected wetlands and open space by public and private entities, there are several privately owned undeveloped areas that could be greater risk of sprawl depending on how the corridor changes, such as Sears Point Raceway and Port Sonoma Marina. These risks could extend into other areas as well if not carefully addressed. These potential impacts should be studied and addressed to ensure that the envisioned improvements to the area's climate resiliency and mobility patterns come to fruition.	Induced growth impacts resulting from the project will be studied as part of the environmental process.
110	DAA Public Comment	Greenbelt Alliance	Greenbelt Alliance urges a comprehensive analysis of public transit options and alternatives to single occupant automobile travel along the corridor as part of the Corridor Plan and DAA. The analysis should include a variety of modes including rail, ferry, express buses, car sharing, car pooling and emerging on-demand transportation models. Now that the SMART line is running, it is more timely than ever to consider improved east-west transit solutions.  Trails that provide full accessibility for biking and walking should be an integral part of the SR 37 Corridor Plan. Given that the wetlands are an important part of the Pacific Flyway, the corridor should provide trail connectivity , public access and interpretive stations. Full funding for these components need to be included in the project budget.	The CMAs are actively participating in the North Bay transit operators group that meets quarterly; further, certain transit agencies such as NVRTA have studied future east/west connections that coordinate with SMART. The CMAs are in discussions to fund an origin/destination study to look at home and work origins/destination for travelers on the corridor to see if transit would be feasible. STA is currently studying ferry services from Vallejo to Marin; the CMAs are also in support of SMART studying an east/west connection along the corridor. SMART is seeking funding to conduct an easterly study called the NOVATO - SOLANO HUB see pages 59-61 in the presentation at: <a href="http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf">http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf</a> Although SMART was not successful in 2017 there are more funding opportunities in 2018.  The preferred project alternative would not prohibit public access to public lands or trails such as the Bay Trail. The preferred project alternative would also accommodate bicyclist along the corridor.
111	DAA Public Comment	Greenbelt Alliance	Greenbelt Alliance urges a comprehensive analysis of the greenhouse gas emissions that will be generated by the SR 37 transportation and sea level rise solutions. In particular, the full scope of Vehicle Miles Traveled with various scenarios needs to be considered. Ultimately, any increases in GHGs and VMTs should be avoided or mitigated to meet state and local greenhouse gas emission reduction mandates and objectives.	With the passage of SB 743 any CEQA analysis on the project would have to evaluate VMT.



SR 37 Corridor Plan Appendix D - Response to Comments				
ID	Comment Origin	Name	Comment	Response
112	DAA Public Comment	Greenbelt Alliance	The Corridor Plan and DAA must consider methods to equitably and sustainably address the social and economic impacts on low-income families that currently use SR 37, particularly if tolls are instituted. The options and costs for addressing this issue needs to be included in the financial analysis and should not be omitted from the Corridor Plan.	The CMAs completed a financial analysis of corridor funding options in November 2017. The preferred funding strategy is yet to be determined. The preferred funding strategy will address the social and economic impacts to low-income users.
113	DAA Public Comment	Sierra Club	Page 3, line 6 " ... and critical habitat would be lost." Revise or delete. The relationship between habitat and permanent roadway closure due to sea level rise is complex, and would develop over many years. The environmental effects of inundation events would largely precede any final closure of the highway, and are not described further in the plan document.	Text will be revised to read: "...and critical habitat could be altered".
114	DAA Public Comment	Sierra Club	Page 4, Traffic Congestion, lines 3-4 "No transit opportunities are available along the study corridor to offset vehicular demand." Revise this sentence to state that no concerted efforts have yet been taken to encourage car-pools, establish van-pools, or provide bus, ferry, or rail service connecting the Interstate 80 and US 101 Corridors.	Text will be revised.
115	DAA Public Comment	Sierra Club	Page 15, lines 3-4 " ... rail transit, ferry alternatives ... were evaluated as possible strategies to retreat and it was determined that none of these are feasible standalone strategies .... " Revise to state that rail, and ferry options may be important within the next three decades and should be studied further. No public transportation system ever stands alone. The region is best served when transit systems and roadways support one another.	Text will be revised.
116	DAA Public Comment	Sierra Club	Pages 15 - 17, Rail Alternative. Revise to recommend further study. The "Rail Alternative" is described as a potential replacement for SR-37, when in fact it would supplement the roadway, particularly if population along the 1-80 corridor continues to grow. To the extent that rail service could provide an option for people who commute from the City of Sonoma and the 1-80 corridor to the US-101 corridor, it would reduce traffic on SR-37. These factors merit ongoing evaluation, and should not be dismissed. The estimated costs of various approaches to establishment of passenger rail service should be described in considerably greater detail.	Text will be revised.
117	DAA Public Comment	Sierra Club	Page 17, Ferry Alternative. Revise to recommend further study of the costs, benefits, and implementation options for various ferry alternatives that would reduce dependence on the roadway. Knowledge of these factors provides a basis for determining relative value of widening the 2-lane section of highway.	Text will be revised.
118	DAA Public Comment	Sierra Club	Page 17, Maintain Existing Roadway. Revise to call for improvement of the existing roadway in the next two or three years. In addition to the suggested lane modifications, features such as diamond lanes, lane-metering, and queue-jumping options should be evaluated to encourage use of carpools, van-pools, and to enable establishment of bus routes through the corridor.	Maintain Existing Roadway strategy is intended identify near-term improvements within the existing footprint without substantial capital improvements.
119	DAA Public Comment	Sierra Club	Page 19, Raised Roadway. Revise to describe the current state of knowledge about the depth of bedrock along SR-37. Feasibility of the various options depends greatly on foundation conditions and on forecasts of mud compaction beneath berms. It may not be possible to proceed much further with planning until more geological information including fault zones and liquefaction risk is known.	This is a planning level document, further studies will be conducted during later phases of the project development.
120	DAA Public Comment	Sierra Club	Page 20, Environmental Mitigations. Revise to address the potential noise, air pollution, and greenhouse gas impacts of an elevated and widened roadway.	Comment noted. This is a planning level document, the CEQA process will proceed as a future phase of the project development.
121	DAA Public Comment	Sierra Club	Page 22, Exhibit 20: Study Corridor Segments. Display all of the railroad track locations, including the eastern segment from the bridge over the Napa River to Napa Junction.	Figure will be revised.
122	DAA Public Comment	Sierra Club	Page 23, Paragraph 3: "Improve Merge and Lane Drop at Mare Island WB On-Ramp:" Add a description of diamond lane and lane-metering opportunities to encourage car-pools, van-pools, and to make bus service viable, as described above.	Near-term operational improvements are intended to restore lost operational efficiencies of the current roadway without substantial capital improvements.
123	DAA Public Comment	Sierra Club	Pages 23-24, Express Bus Transit Service. Revise to include van-pool and car-pool improvements. Rather than calling for a separate study of ways to reduce reliance on single-occupant vehicles, make this a significant part of the Corridor Plan. Coordinate the Corridor Plan with Climate Action Planning by the four counties. Also, address the equity issues presented by low-income families that would not be able to afford tolls.	Comment noted. Opportunities to improve vanpool/carpool is described on page 23.
124	DAA Public Comment	Friends of SMART	We are concerned that the plan neglects the future mobility in the corridor that will be provided by train service, while focusing on the very slight and temporary improvement offered by an added traffic lane in the "B Segment" of the highway. Caltrans has been expanding roadway capacities for 75 years; and the verdict is in: we can't pave our way out of congestion. Added traffic lanes will attract more traffic, while moving us away from the important goal of reducing vehicle miles traveled.  We urge that the Plan incorporate steps to encourage car-pooling, van-pools, and public transportation that will provide better options for those using the highway during rush hours, without encouraging more solo drivers. We are especially concerned about the recommendation to drop consideration of passenger rail service in the corridor. We ask that plans for this corridor explicitly include passenger rail on the existing right-of-way. The benefits of eventual rail service need to be acknowledged, and the conditions under which passenger trains could best serve the corridor should be described.	Comment noted. The corridor plan had identified considerations for HOV/managed lane options, and bus transit services.

SR 37 Corridor Plan Appendix D - Response to Comments				
ID	Comment Origin	Name	Comment	Response
125	DAA Public Comment	Friends of SMART	<p>It is also important to attend to sea level rise impacts on the tracks so that SMART and NCRA are not cut off from the national rail network. Passenger rail services linking Sonoma and Napa county cities with the 1-80 and US-101 corridors are likely to be needed eventually, and SMART should be able to bring in new rolling stock and rail maintenance equipment.</p> <p>Unless transit options such as bus, ferry and rail services are implemented as integral parts of the Plan, it is destined eventually to fail. It is important to consider the needs of the highway and rail service at the same time.</p>	<p>Comment noted. SMART is seeking funding to conduct an easterly study called the NOVATO - SOLANO HUB see pages 59-61 in the presentation at: <a href="http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf">http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf</a> Although SMART was not successful in 2017 there are more funding opportunities in 2018.</p>
126	DAA Public Comment	TRANSDEF	<p>TRANSDEF believes that ongoing traffic congestion is the the motivation to "do something" about Highway 37, despite efforts to characterize the project as sea level rise mitigation. However, considering the Highway 37 problem to be a transportation problem is a misdiagnosis. The current traffic congestion is the direct result of a jobshousing imbalance, caused by a failure of local and regional planning. A transportation "solution" for this problem would only be addressing the symptoms and not the causes of the problem. This is a formula for long-term failure.</p>	<p>The Bay Area is acutely aware that the regional jobs and housing imbalance (affordable housing in particular) is a regional issue that must be addressed, and efforts such as the long-range planning effort through Plan Bay Area 2040 and CASA (the Committee to House the Bay Area) initiative that brings leaders across the regional to focus on housing production are indeed directly addressing the jobs/housing imbalance. So while we agree about the need to address the jobs/housing imbalance, we disagree that the transportation and traffic congestion issues in the corridor should not be addressed.</p>
127	DAA Public Comment	TRANSDEF	<p>The analysis of a Retreat strategy was half-baked. Whether future traffic could fit on existing alternate roadways (p. 15) was the only consideration given to a Retreat alternative that would avoid spending many billions of dollars to construct a new causeway across the wetlands. This is insulting to the intelligence of readers of the study, and damning proof that no serious effort was made to consider an alternative. Spending far less money to upgrade SR 116 and SR 12 to freeway status connecting Hwy 101 to I-80 is an alternative that must be evaluated.</p>	<p>The corridor plan is not intended to preclude other alternatives from being considered and analyzed as part of the project development planning/environmental phases.</p>
128	DAA Public Comment	TRANSDEF	<p>The reasons given for rejecting a rail alternative (p. 15) do not stand up to scrutiny:</p> <p>(a). While a rail route might be longer than the existing roadway, it it untrue that travel times would necessarily be longer. Because rail vehicles do not suffer congestion on their own ROW, travel would be much faster than congested road travel (the appropriate comparison, given that congestion is the driver for this project). Second, a rail vehicle on dry land would provide far more reliable travel than a roadway subject to periodic innundation.</p> <p>(b). The cost projections are grossly out of proportion to recent commuter rail projects. They are closer to BART costs than commuter rail. The final Corridor Plan must provide an appendix documenting the estimates, if they are to be given any credibility. A highway toll should be imposed to fund a rail project and provide a cost differential to induce transit use by drivers. Excerpts of the draft State Rail Plan (See attachment) propose to study and possibly build passenger rail in this corridor. The Corridor Plan should fully support the State Rail Plan proposals.</p> <p>(c). While portions of the rail alignment do have flooding vulnerabilities, it is far less costly to raise tracks than raise a roadway. It is entirely untrue that " Additionally, there is no real advantage of a rail alternative over roadway improvements in this segment in terms of environmental impacts." (p. 16.) First, the rail ROW is largely not in wetlands. Second, a well-used rail line will have the environmental benefit of reducing GHG emissions, while an expanded roadway will significantly increase GHG emissions. The only reason this false statement could have been put into the Plan is the refusal of highway interests to acknowledge the GHG emissions impact of highwav widening.</p>	<p>The Bay Area transportation agencies support multimodal transportation solutions. As stated in the corridor plan, rail and ferry options must be considred but on their own they would not accommodate travel demand for SR 37. The transportation agencies will continue to coordinate with SMART, WETA and others on providing a wide range of transportation services that support and complement SR 37. It is worth noting that SMART continues to seek fundingin 2018 to conduct an easterly study called the NOVATO - SOLANO HUB see pages 59-61 in the presentation at: <a href="http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf">http://scta.ca.gov/wp-content/uploads/2017/11/State-Rail-Plan_11.01.2017.pdf</a></p>
129	DAA Public Comment	TRANSDEF	<p>Improved lane drop at SR 121: A major constraint on the flow of traffic in Segment B is the traffic light at SR 121. The roundabout plan, with EB bypass (pp. 23 &amp; 29) would significantly increase the throughput of the intersection, if it can be feasibly constructed while under traffic.</p>	<p>Further analysis will be conducted during the project development phase of the intersection improvements at SR 121.</p>
130	DAA Public Comment	TRANSDEF	<p>Express bus service between transit hubs would be a desirable near-term addition to the corridor.</p>	<p>The Bay Area transportation agencies support bus service in the SR 37 corridor.</p>
131	DAA Public Comment	TRANSDEF	<p>TRANSDEF would support the following near-term solution, if paired with a statelevel commitment to fund passenger rail service in the corridor: A movable barrier to replace the existing fixed median barrier would allow SR 37 to return to its former 3-lane configuration without requiring any additional ROW. Since the travel demand is highly directional, a movable barrier would provide capacity roughly equivalent to a 4-lane system, at a far lower cost and with fewer environmental impacts. The reversible center lane would be restricted to HOVs. A toll would be charged for all lanes.</p>	<p>The near-term solutions suggested are noted.</p>
132	DAA Public Comment	TRANSDEF	<p>As stated earlier, it is far too early to commit to a long-range plan, when less costly and less impactful alternatives have not been adequately explored. The Next Steps proposed on page 31 are thus inappropriate, for the reasons discussed above.</p>	<p>The corridor plan is a high-level assessment of key current and anticipated issues on California State Route 37 (SR 37) and lays out some near-, mid-, and long-term improvements that help to address such issues. As project concepts move into project development, it is expected that potential benefits, impacts, cost-effectiveness and project delivery timelines (to name a few) will be thoroughly vetted.</p>



## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Herb Fredricksen, Program Manager - Engineer  
(707) 259-5951 / Email: [hfredricksen@nvta.ca.gov](mailto:hfredricksen@nvta.ca.gov)  
**SUBJECT:** Approval of Professional Services Agreements in Response to Request for Qualifications (RFQ) 2017-07 for On-Call Engineer/Architect and Project Delivery Services

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications to seventeen (17) Professional Services agreements for on-call engineer/architect and project delivery services, each for a term not to exceed five (5) total years (Attachment 1).

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

Engineering, architectural and project delivery services are essential for NVTA, as well by its member jurisdictions, in support of staff's efforts to successfully deliver projects. NVTA staff initiated an innovative approach to its on call engineer/architecture process by including all 6 city/county jurisdictions in addition to NVTA. This not only resulted in a significant of respondents to the Request for Qualifications (RFQ), it also grants greater flexibility to NVTA's member jurisdictions on firms they use for their transportation projects.

In all, the RFQ 2017-07, On-Call Engineer/Architect and Project Delivery Services, garnered twenty one (21) responses. The NVTA evaluation selection committee has reviewed all proposals and has created a short list of qualified firms (Attachment 2) for award of on-call engineering, architecture and project delivery services contracts covering various Project Categories.

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**PROCEDURAL REQUIREMENTS**

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

**FISCAL IMPACT**

Is there a Fiscal Impact? No.

Future fiscal impact? Yes, in the future the Board will approve contracts for individual projects costing in excess of the executive director's authority and receive quarterly reporting of other expenditures.

**CEQA REQUIREMENTS**

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

**BACKGROUND AND DISCUSSION**

On November 22, 2017, RFQ 2017-07 was advertised seeking on-call engineering, architecture and project delivery services. The solicitation has a three (3) year contract performance period with an option for two-one year extensions for a total contract period not to exceed 5 years. Engineering, architectural and project delivery services are essential for NVRTA, as well as for its member jurisdictions to successfully deliver projects. The purpose for securing an on-call engineering, architectural and project delivery services list is to pre-approve eligible consulting firms in order to expedite project awards at the time the services are required. This process significantly reduces staff time committed to selecting consultants while insuring full compliance with federal and state procurement requirements. The NVRTA Board will approve all amendments costing in excess of the executive director's authority and receive quarterly reporting of other expenditures.

In response to RFQ 2017-07, twenty-one (21) proposals were received. An evaluation selection committee has chosen the top seventeen (17) proposing consultants (Attachment 2) for award of on-call engineering, architectural and project delivery professional services contracts covering work disciplines for project categories outlined in the RFQ scope of work and as listed below:

**Project Categories**

- Highways, Roads, and Intersection Infrastructure
- Bicycle and Pedestrian Infrastructure
- Transit Infrastructure



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- Corridor Operational Efficiencies
  - Transportation Technologies
  - Land Surveying
  - Construction Management
  - Project Management and Administration (*service in management support role*)

Each successful proposer will be awarded a standard form Professional Services Agreement for a period of three (3) years. When services are required, staff will seek competitive proposals from the list of on-call firms.

RFQ 2017-07 was written with NVTA's member jurisdictions in mind. The on-call list of consultants will be made available to member jurisdictions if they so desire to use the list for their individual design and project delivery needs. When services are needed, by NVTA or its member jurisdictions, individual task orders will be issued through the Request for Proposals (RFP) process for specific projects that fall within one of the eight project categories. Through the RFP solicitation, consultants will be ranked and negotiations will begin with the top ranked consultant. Awarded projects will be based on the wage rates established in the on-call Professional Services Agreement, and the negotiated work plan, schedule, products to be delivered and personnel assigned for the task order.

### **SUPPORTING DOCUMENTS**

Attachment:     (1) Draft NVTA Professional Services Agreement  
                      (2) List of Qualified Firms

**AGREEMENT NO. 18-XX**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as "NVTA", and \*\*\*SEE ATTACHED FIRM LIST\*\*\* whose mailing address is \_\_\_\_\_, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, NVTA wishes to obtain specialized services in order to provide NVTA with ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES for a period of three (3) years to ensure maximum and full and open competition on an ongoing basis for a variety of different projects to be undertaken by NVTA through the Term of this Master Agreement, the general scope of which services are as described in NVTA's Request for Qualifications (RFQ) No. 2017-07, for On-Call Engineer/Architect and Project Delivery Services dated November 22, 2017, attached hereto as EXHIBIT A; and

**WHEREAS**, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its March 21, 2018 meeting; and

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

**TERMS**

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

**1. Term of the Agreement.**

(a) The term of this Agreement shall commence on the date first above written and **shall expire on June 30, 2021**, unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "Indemnification" shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

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

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

## 2. **Scope of Services.**

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

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

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

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

## 3. **Compensation.**

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

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

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

## 4. **Method of Payment.**

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

performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable who, after review and approval as to form and content, shall submit the invoice to the NVTA Manager of Finance no later than fifteen (15) calendar days following receipt.

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

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

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

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

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



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

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

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

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

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

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

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

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVT A's Risk Manager, which approval shall not be denied unless the NVT A'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 NVT A'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 NVT A, 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 NVT A and the officers, agents, employees and volunteers of NVT A from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from or pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVT A 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 NVT A and its officers, agents and

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

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

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

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

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

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

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

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent,

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

NVTA

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

CONTRACTOR

[Name]  
[Address]

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

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

(b) NVTA 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 NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

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

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



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

**17. No Assignments or Subcontracts.**

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

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

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

**19. Interpretation; Venue.**

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

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

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

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

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

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

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

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

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

(e) Federal Changes - CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in RFQ No. 2017-07 and the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

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

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

(g). Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs if CONTRACTOR intends to engage any subcontractors. The agency's overall goal for DBE participation is 2.2%. A separate contract goal has not been established for this procurement. If applicable, CONTRACTOR shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in Appendix ATTACHMENT 2, Exhibit 10-O1, for RFQ No. 2017-07 incorporated herein.

(h). Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All relevant

contractual provisions required by DOT, as set forth in FTA Circular 4220.1F shall be compiled by the parties. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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

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

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

24. **Conflict of Interest.**

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



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

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

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

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

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

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

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

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

“NVTA”

“CONTRACTOR”  
[NAME OF CONTRACTOR]

By \_\_\_\_\_  
KATE MILLER, Executive Director

By \_\_\_\_\_  
NAME, Position

ATTEST:

By \_\_\_\_\_  
Karalyn E. Sanderlin, Board Secretary

By \_\_\_\_\_  
NAME, Position

Approved as to Form:

By \_\_\_\_\_  
Vicki A. Clayton, NVTA General Counsel

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# ATTACHMENT 1 – FEDERAL CONTRACT REQUIREMENTS

## 1. AMENDMENTS

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

## 2. TERMINATION

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

## 3. RETENTION OF RECORDS

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

## 4. AUDITS

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

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

## 5. LICENSE TO WORK PRODUCTS (reserved)

## 6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

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

## 7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa 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/offers, including those who qualify as a DBE. A DBE contract goal of \_\_\_ percent has been established for this contract. The bidder/offers shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

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

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

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

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

1. A finding of material breach of contract

2. Suspension of payment of invoices

3. Bringing to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral

to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

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

#### 8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

#### 9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES (Reserved)

#### 10. STATE ENERGY CONSERVATION PLAN

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

#### 11. DEBARMENT

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

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

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

#### 12. CLEAN AIR AND WATER POLLUTION ACTS

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to NVTAs and understands and agrees that NVTAs 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 NVTAs and the officers, agents, employees and volunteers of NVTAs 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 NVTAs or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTAs is solely limited to reimbursing NVTAs for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTAs 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 NVTAs, 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 NVTAs as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

#### 16. BUY AMERICA REGULATIONS

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those



subject to a general waiver. The Buy America Certification may be found on file in the offices of NVT. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

#### 17. COMPLIANCE WITH FTA REGULATIONS

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

#### 18. DAVIS-BACON ACT

##### (a) Minimum wages

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

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

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

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

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

(3) The proposed wage rate, including any bona fide fringe

benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

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

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

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

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

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

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

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

(b) Withholding

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

(c) Payrolls and basic records

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

the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

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

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

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who

has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(j) Certification of eligibility:

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

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

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

## 19 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

(b) Violation; liability for unpaid wages; liquidated damages : In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen

and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(d) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal

assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject

## 22. CARGO PREFERENCE-U.S.FLAG

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

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

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

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

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

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

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



**EXHIBIT A**  
**REQUEST FOR QUALIFICATIONS**

**RFQ No. 2017-07 On-Call A/E and Project Delivery Services**

*- Attached -*

DRAFT

# REQUEST FOR PROPOSALS

To provide

## ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES

RFQ No. 2017-07

Issued by:

Napa Valley Transportation Authority

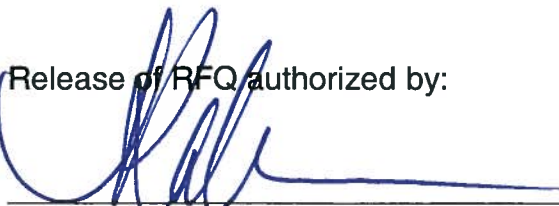
ANNOUNCEMENT DATE – NOVEMBER 22, 2017

### RESPONSES DUE:

**TIME 4:00 PM (LOCAL), JANUARY 5, 2018**  
at the

Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559

Release of RFQ authorized by:



Kate Miller, NVT Authority Executive Director

11/17/17

Date

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RFQ No. 2017-07

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# **Request for Qualifications**

**RFQ No. 2017-07**

## **ON-CALL ENGINEER/ARCHITECT AND PROJECT DELIVERY SERVICES**

### **I. GENERAL INFORMATION**

The Napa Valley Transportation Authority (NVTa) 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 NVTa are defined by the joint powers agreement and overseen by the Board of Directors made up of elected officials from the respective member agencies, and an ex-officio member of the Paratransit Coordinating Council (PCC).

NVTa serves as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County and is responsible for programming State and Federal funding for transportation projects within the county. NVTa is charged with coordinating short and long-term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle improvements. NVTa partners with Caltrans to deliver projects on the State highway system.

NVTa also operates the Napa VINE transit services. Napa VINE provides inter-county/city transit services between Napa Valley Cities, towns and the Counties of Sonoma, Solano, and Contra Costa. Napa VINEGo is the companion paratransit service for Napa County's residents. In addition, the VINE suite of services includes American Canyon Transit, St. Helena Transit, the Yountville Trolley, and the Calistoga Shuttle. The fleet consists of 75 vehicles and provides roughly 900,000 trips per year.

NVTa is also the Abandoned Vehicle Abatement Authority, Green Business Coordinator, regional housing needs allocation (RHNA) Napa sub-regional coordinator, and van pool coordinator (in partnership with Solano County).

The Napa Valley Transportation Authority (NVTa) is the local transportation sales tax authority. NVTa is responsible for the oversight and administration of Measure T, the ½% sales tax for street and road improvements approved by the voters on November 6, 2012.

### **II. SOLICITATION DESCRIPTION AND BACKGROUND**

The NVTa has established the following categories for federal and state-funded projects for this solicitation:



## PROJECT CATEGORIES

- Highways, Roads, and Intersection Infrastructure
- Bicycle and Pedestrian Infrastructure
- Transit Infrastructure
- Corridor Operational Efficiencies
- Transportation Technologies
- Land Surveying
- Construction Management
- Project Management and Administration (*service in management support role*)

All phases of the capital project development and delivery process are included in this RFQ including but not limited to, preliminary engineering, environmental determination, right of way and utility relocation, preparation of plans and specification, construction and construction management.

The Consultant shall provide technical services and follow all pertinent State, Federal, and Local Agency rules and regulations.

This solicitation is not for specific projects, but for the specific services listed above to be utilized by NVTa, and potentially as well by its member jurisdictions, including the City of Napa, County of Napa, City of American Canyon, City of St. Helena, City of Calistoga, and Town of Yountville. In responding to this solicitation, each Consultant shall indicate in its proposal which Project Categories they want to be considered for.

NVTa will use the two-step RFQ/RFP process for this solicitation. During the RFQ process, NVTa will establish a short list of Consultants for each Project Category and from these lists the successful firms shall be contacted for RFP opportunities. NVTa will enter into multiple on-call contracts with cost/price agreements. These contracts will allow for not only NVTa to utilize the consultant's services, but its member jurisdictions as well. The on-call contract will allow for services to be rendered for the duration of the contract term. The NVTa does not guarantee a specific number or dollar amount of projects to be issued.

Task Orders will be issued for specific projects based on competitive mini-RFPs issued by NVTa and/or its member jurisdictions. The short list of successful firms in the specified Project Categories shall be contacted for RFP opportunities. Through the RFP solicitation, Consultants will be ranked and negotiations will begin with the top ranked Consultant. Awarded projects will be based on the wage rates established in the master on-call contract, and the negotiated work plan, schedule, products to be delivered and personnel assigned for the task order.

### III. SCOPE OF SERVICES

#### A. PURPOSE OF WORK

NVTA and its member jurisdictions construct a limited number of infrastructure projects every year that are state and federally funded. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. The selected Consultant(s) shall perform consultation, research, professional and technical services including program/project management, construction management/engineering, feasibility studies, preliminary engineering, design, engineering, surveying (right of way engineering), mapping, landscape architecture or architectural related services, as well as incidental services connected to and for the purpose of development and implementation of highway projects. The range of services that may be required include, but shall not be limited to, the following:

##### Highways, Roads, and Intersections Infrastructure

- Provide transportation project design management for federally or locally funded projects, from initiation through completion using the Caltrans Project Development Process and/or the Caltrans Local Assistance Process. The services provided include initiation, planning, approval, execution, control, and close out of projects.
- Perform preliminary engineering studies, prepare Project Initiation Document (PID), Project Study Report (PSR), Preliminary Environmental Studies or equivalent. The work includes preparation, review, and approval of project documentation.
- Data collection – Base mapping, surveying, utility and geotechnical investigation, data synthesis. Work involved in the preparation of geometric base maps and functional base plan sheets including, review of existing project information, gathering data and mapping resources, and conducting additional studies in support of accurate plan sheets. This activity includes distribution of maps for right-of-way support and plan sheet preparation for other agencies, utilities, and Caltrans functional units review.
- Perform environmental studies in support of the preparation and approval of NEPA/CEQA project documents. Includes work involved in the identification and mitigation of environmentally sensitive species or hazardous waste sites that influence the project, long-term mitigation monitoring efforts, all within the overall project scope. Work involved in the circulation of the draft environmental document, obtaining and responding to public comments and recommending preferred alternatives.
- Perform traffic and circulation related studies as required. Conduct before and after studies, including but not limited to traffic modeling, traffic simulation, level of service analysis for evaluation of potential project mitigations and varying project scenarios.
- Right of way engineering and certification - Work involved in appraisal and acquisition activities including, preparing appraisal reports and maps, assuring the agency has legal and physical possession and right to enter all

lands for the project, right of way negotiations, prepare the right of way certification for approval. Prepare plats, legal descriptions and other right of way documents.

- Utility coordination - Work involved in the identification, positive location (potholing), protection, removal and/or relocation of utility facilities necessary to certify right-of-way. Includes coordination with utility companies, review of utility plans, and preparation of utility documents for approval.
- Obtain permits and agreements - Work involved in obtaining necessary permits and agreements from stakeholders that are needed for project delivery.
- Prepare Storm Water Pollution Prevention Plans (SWPPP) – In compliance with Regional Water Quality Control Board requirements for project delivery.
- Prepare preliminary & final structures site plans - Work involved in gathering & verifying data for structures design activities, the preparation of various preliminary and final structures plans and related estimates.
- Prepare preliminary & final plans, specifications & estimates (PS&E) - Work involved in the preparation, review, and approval of PS&E. Also, includes incorporation of the structures PS&E.
- Perform public and stakeholder outreach as required for project delivery.
- Prepare and advertise contract – Prepare project documents for bidding and award. Provide support during the bid process.
- Construction support – Provide support during construction, answer requests for information, review and approve material submittals, monitor SWPPP implementation, provide design alternatives as necessary.
- Perform construction materials sampling and testing services - services relating to field sampling and in situ testing of materials per the agency Quality Assurance Plan. Perform services relating to laboratory testing, analysis, reporting of materials, plant inspection and work related to testing equipment calibration.
- Support the agency as necessary for project close-out.

#### *Bicycle and Pedestrian Infrastructure*

The Scope of Services similar to the above Highways, Roads, and Intersections Infrastructure listing.

#### *Transit Infrastructure*

The Scope of Services similar to the above Highways, Roads, and Intersections Infrastructure listing.

#### *Corridor Operational Efficiencies*

- The Scope of Services includes elements from the above Highways, Roads, and Intersections Infrastructure listing.
- Conduct studies to assess potential improvements for corridor operational efficiencies.

- Conduct traffic studies to assess signal coordination on corridors. Prepare an inventory of existing equipment and assess its capacity to support traffic signal coordination, prepare third-party signal coordination agreements.

### Transportation Technologies

- The Scope of Services includes elements from the above Highways, Roads, and Intersections Infrastructure listing.
- Assess emerging technologies for application along transportation corridors within Napa County.
- Design technology-based improvements such as Intelligent Transportation Systems (ITS), SMART, using artificial intelligence and other emerging transportation technologies to improve corridor operations, performance and efficiencies.
- Traffic signal technologies.
- Traveler information technologies.
- Automated vehicle infrastructure.
- Transit information and communication systems.
- Bicycle and pedestrian signals and infrastructure technologies.
- Smart city technology integration.

### Land Surveying

- Prepare right of way, engineering and/or topographic surveys for project plan preparation.
- Perform boundary line adjustments.
- Prepare maps or plats and legal descriptions in support of the right of way acquisitions.
- Prepare and record documents.
- Construction staking.

### Construction Management

- File management – Organize and maintain project files per federal, state and local requirements.
- Construction – Oversight, support services, civil rights compliance, record keeping, invoicing, construction inspection, and overall construction management from project design to project close out.

### Project Management and Administration (Service in Management Support Role)

- Act as staff in responsible charge as agency official in a management role in coordination with agency project team. Includes representing the Agency for project and planning purposes with Caltrans, project consultants, stakeholders and other jurisdictions within the Bay area and Napa County.

- Prepare or oversee the preparation of documents for project authorization, agreements, invoicing, environmental procedures, civil rights, consultant selection, project delivery and administration.
- Provide oversight of services listed within this Scope of Services.
- Agency, Public and Stakeholder Outreach – Organize and conduct the engagement process in support of project delivery. Prepare Board Reports in support of Agency activities.
- Prepare agency Quality Assurance Plan and other documents required for project delivery and federal/state approval.
- Develop third-party maintenance and use agreements and memorandums of understanding between the NVTa and the State of California or other authorities with jurisdiction in the project area.
- File management – organize and maintain project files per federal, state and local requirements.

The Consultant shall only perform work that is assigned following a subsequent mini-RFP (Task Order) process conducted by either NVTa or its member jurisdictions. While successful proposers will be expected to enter into an on-call contract with NVTa and/or its member jurisdictions, this contract does not guarantee that work will be issued.

## **B. LOCATION OF WORK**

Projects will be within Napa County but the limits of the work may overlap into adjacent Counties. Field work may be required and may include night work or work in remote areas within the Napa County.

## **C. REQUIRED SERVICES**

All work performed under this contract will require approval by the NVTa Contract Administrator and be issued through a Task Order. The Consultant will be asked for their input on the scope of the work in order to refine the scope of services prior to issuing the Task Orders. The Task Order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the Consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

Pursuant to an authorized Task Order, the Consultant shall provide project delivery services within the geographical jurisdiction of this Contract as set forth in the “Location of Work” section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product.



The potential projects may vary in scope and size and may encompass any type of improvement for the transportation system including, but not limited to widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, purpose, expected results, project deliverables, a period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.

The Consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator or NVTA Board of Directors. Work to be performed on behalf of NVTA's member jurisdictions following the mini-RFP process shall be approved by that jurisdiction's Contract Administrator or governing body.

#### **D. GENERAL PERSONNEL REQUIREMENTS**

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level shall match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

All work shall be conducted under the supervision of a professional engineer registered in the State of California. The Consultant engineer shall be signing analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract. The engineer signing said documents shall be currently employed by the Consultant or its sub-consultants at the time the deliverables are submitted to NVTA or the contracting jurisdiction for consideration under the review and acceptance process. In the event that one of NVTA's member jurisdictions is contracting for services directly with a contractor selected through this RFQ/RFP process, it will be the jurisdiction's Contract manager and governing body providing the approvals described below, rather than NVTA's Contract Manager or Board.

The Consultant is required to submit a written request and obtain the NVTA Project Manager's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's Cost Proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to NVTA. The substitute personnel shall have significant experience in work involving similar projects for a minimum of two (2) previous projects unless otherwise approved by the NVTA.

Likewise, the Consultant may wish to jointly submit with a sub-consultant(s) team as part of the RFQ process but is not obligated to use these same consultants as part of any task orders. However, if different sub-consultant/sub-consultant personnel are being proposed for any task order, the Consultant must disclose any sub-consultant changes including sub-consultant staff experience and resumes.

In responding to a NVTA RFP/Task Order and in consultation with the NVTA Project Manager, the Consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this Contract.

The Consultant's personnel shall typically be assigned to and remain on specific NVTA projects/deliverables until completion and acceptance of the project/deliverables by NVTA. After the NVTA Project Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the NVTA prior written approval.

Résumés containing the qualifications and experience of the Consultant's and Sub-consultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the NVTA Project Manager for review before assignment on a project or Task Order. The resume and copies of any required current certification for each candidate shall be submitted to the NVTA Project Manager within one (1) week of receiving the request.

The NVTA Project Manager may interview the Consultant's personnel for the qualifications and experience. The NVTA Project Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Sub-consultants. The Consultant shall provide adequate qualified personnel to be interviewed, if desired, by the NVTA Project Manager within one (1) week of receiving the request.

The NVTA Project Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether the deliverables satisfy the acceptance tests and criteria. NVTA will negotiate with the top ranked firm following the mini-RFP selection process.

If at any time the level of performance on the selected team is below expectations, the NVTA Project Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for the performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the NVTA Project Manager. Invoices with charges for personnel not pre-approved by the NVTA Project Manager for work on the Contract and for each Task Order shall not be reimbursed.

The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the NVTA. The removal or replacement of personnel without the written approval from the NVTA shall be a violation of the Contract and may result in termination of the Contract.

When assigned Consultant personnel is on approved leave and required by the NVTA, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to NVTA. Substitute personnel shall receive prior written approval from the NVTA Project Manager to work on this Contract.

Other project personnel not identified on the Consultant's cost proposal shall also satisfy appropriate minimum qualifications for assigned Task Orders. NVTA prior written approval is required for all personnel not identified on the Consultant's Organization Chart or the Consultant's Cost Proposals before providing services under this Contract.

In location(s) where the Consultant personnel is expected to work for an extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Sub-consultants, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, that criteria are specific, measurable, attainable, realistic, and time-bound.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
- c. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the NVTA Project Manager.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.

- j. Reviewing invoices for accuracy and completion before billing to NVTA.
- k. Managing Sub-consultants.
- l. Managing overall budget for Contract and provide monthly reporting with invoicing.
- m. Monitoring and maintaining required DBE involvement.
- n. Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
- o. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
- p. Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.

## **E. DELIVERABLES**

As agreed upon by the NVTA (or its contracting jurisdiction) and Consultant in a Task Order for each project.

## **F. SCHEDULE**

As agreed upon by the NVTA (or its contracting jurisdiction) and Consultant in a Task Order for each project.

If NVTA or its contracting jurisdiction determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, the Consultant's operations may be restricted to specific hours during the week. Night work may be required on projects involving high traffic areas. The NVTA construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Changes in hours or schedules shall be documented by amendment of Task Orders. Any shift differential rate pay shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

## **G. METHOD OF PAYMENT**

Consultant shall be paid based on the approved specific rate of compensation.

## **H. GENERAL REQUIREMENTS**

1. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from the NVTA (or its contracting jurisdiction) to the Consultant Contract Manager or on the date specified in the Task Order. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the NVTA or contracting jurisdiction.

2. The work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by NVTA or contracting jurisdiction.
3. The Consultant Contract Manager may direct the Consultant's employees to work overtime to meet Task Order schedules at the request of the NVTA or contracting jurisdiction. All overtime shall be pre-approved by the NVTA or contracting jurisdiction. Overtime shall be worked only when directed in writing by the NVTA or contracting jurisdiction and specifically required by the Task Order, and shall only be paid to persons covered by the Fair Labor Standards Act.
4. All Consultant personnel may be required to sign a confidentiality and should be prepared to sign a confidentiality and nondisclosure agreement.

Consultant will not be reimbursed for costs to relocate its personnel to the service area of this Contract. Consultant will not be reimbursed for per diem costs or out of state travel costs without prior written approval from the NVTA.

Consultant will not be reimbursed for costs that exceed the funding commitments in the Contract and each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify NVTA or the contracting jurisdiction.

The Consultant may request reimbursement for equipment or supplies. However, such costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:
  - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
  - ii. Adobe Acrobat Professional version 5 or later.

The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's



personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment.

If the Consultant fails to submit the required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract and any approved Task Order, NVTA or contracting jurisdiction shall have the right to withhold payment and/or terminate its contract or task order in accordance with the applicable termination provisions. In the event of termination, the Consultant shall, at the request of NVTA or the contracting jurisdiction, return all materials recovered or developed by the Consultant under the contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required.

#### **I. MATERIALS TO BE PROVIDED BY THE CONSULTANT**

The Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

Consultant will not be paid for work or other charges that do not conform to the requirements specified in the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to NVTA or contracting jurisdiction.

## APPENDIX A

### SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Statement of Qualifications (SOQs) by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and content.

**WEBSITE REGISTRATION.** Proposers must register on NVTa's website as a condition of submittal to ensure receiving notification of any potential addenda or other pertinent information, as well as notification of closing and award even if this was a manually processed bid invitation. Go to <http://www.nvta.ca.gov/welcome-nvta-procurements> and register to receive this procurement. The system will lead you through the registration process. You will get a confirmation email of your registration that you must acknowledge and then you are a confirmed registered vendor. If any addenda or notifications for this solicitation or future solicitations of similar items are posted to the NVTa website, you will receive an email notification.

SOQs shall contain the following information in the order listed:

#### 1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

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

The letter shall state that the proposal shall be valid for a 90-day period and shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addenda received must be acknowledged in the transmittal letter. The letter must also include a statement acknowledging that the Consultant or consulting firm has reviewed and accepted NVTa's Standard Agreement with or without qualifications.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

#### 2. 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 scope of work and the general approach to be taken. The Proposer shall indicate in their proposal which Project Categories they want to be considered for.

### **3. Consultant Information, Qualifications & Experience**

The NVTA will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects within one or more of the following seven (7) categories:

- Highways, Roads, and Intersection Infrastructure
- Bicycle and Pedestrian Infrastructure
- Transit Infrastructure
- Corridor Operational Efficiencies
- Transportation Technologies
- Land Surveying
- Construction Management
- Project Management and Administration (*service in management support role*)

The Consultant must specify which of the above categories they wish to be considered for. The SOQs will be evaluated by the Selection Committee based on the Consultant's acknowledged categories. Short lists of successful Proposers will be created for each category and NVTA will enter into multiple on-call contracts with cost/price agreements. These contracts will allow for not only NVTA to utilize the consultant's services but its member jurisdictions as well. Mini-RFPs will be issued by NVTA or its member jurisdictions for particular projects based on these categories. The successful RFP Proposer will be issued a Task Order for each project.

The Consultant information, qualifications, and experience must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years within each of the categories in which the Consultant would like to perform work which include the following information:

1. Contracting Agency
2. Contracting Agency Project Manager
3. Contracting Agency Contact Information
4. Contract Amount
5. Funding Source
6. Date of Contract
7. Date of Completion
8. Consultant Project Manager and Contact Information
9. Project Objective
10. Project Description
11. Project Outcome

#### **4. Organization and Approach**

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition of sub-contractors and number of project staff, facilities available and experience of your team as it relates to this project.
- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project and shall be committed to staying with the project for the duration of the project.

#### **5. Scope of Work**

- a. List the Project Categories that the Consultant wants to be considered for.
- b. Include a detailed Scope of Work Statement describing all services to be provided.
- c. Describe project deliverables for each phase of your work.
- d. Describe your cost control and budgeting methodology for this project.

#### **6. Schedule of Work**

Schedules to be provided with individual Task Orders, they are not part of this solicitation.

#### **7. Conflict of Interest Statement**

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any NVTa project listed within the categories of this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime Consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and

Construction Engineering Services provided to all other clients on any project category listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any Task Order project. The submitted documentation will be used for determining potential conflicts of interest and to determine whether the submitting firm may work on specific Task Order projects.

If a Consultant discovers a conflict during the execution of an assigned Task Order, the Consultant must immediately notify the NVTA or the contracting jurisdiction regarding the conflicts of interest. The NVTA or contracting jurisdiction may terminate the Task Order involving the conflict of interest and obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify NVTA or the contracting jurisdiction may be grounds for termination of the contract.

## **8. Litigation**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

## **9. Contract Agreement**

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as ATTACHMENT 1.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a Consultant without an adequate financial and accounting management system as required by federal regulations 23 U.C.S 112, 23 CFR 172, and 48 CFR 31. All consultants accepted to work on federal aid highway project A&E contracts must certify an indirect cost rate for their services that is compliant with Federal Acquisition Regulations (FAR) cost principles. See the Caltrans Local Assistance Procedures Manual, Chapter 10 for guidance.

## **10. Federal-Aid Provisions**

The proposing Consultant's services may be federally funded, which necessitate compliance with federal requirements. Attention is directed to ATTACHMENT 3 – Local Assistance Procedures Manual Exhibits. The proposing Consultant shall complete and submit the forms specified in Attachment 3 with the proposal to be considered responsive.

The results of this solicitation and subsequent RFP/Task Orders may be financed in whole or in part with federal funds and therefore subject to Title 49, Code of Federal



Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, is encouraged, but not required for this contract. In order to count toward a DBE goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

It is the Proposer's responsibility to verify that the DBE firm is certified as a DBE if listed in the proposal. For a list of DBEs certified by the CUCP, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

Reference ATTACHMENT 2 for detailed information on the required forms. Required forms will be made part of the agreement. Federal and/or State prevailing wage rates may apply for personnel conducting field work.

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements. Forms specified in ATTACHMENT 2 will need to be completed by the Consultant at the time of award.

Consultant shall demonstrate familiarity of providing services for federally funded projects and a clear understanding of requirements/needs to facilitate the project through Local Assistance and the Local Assistance Procedures Manual.

## **11. Cost Proposal**

The Consultant will perform the specific items of work for services stated in the contract or RFP/Task Order. The method of payment is a specific rate of compensation. Items not categorized shall be reimbursed using specified rates of compensation.

In order to assure that the NVTa and its member jurisdictions are able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Cost proposal for a specific rate of compensation shall be submitted in a *separate sealed* envelope from the proposal. The cost proposal is confidential and the most qualified consultant's cost proposals will be opened and used to begin negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Consultant shall use the LAPM Exhibit 10-H (Example 2), or similar form, to specify rates of compensation.

Selected Consultant and sub-consultants shall comply with Chapter 10 of the Caltrans Local Assistance Procedures Manual. All federal aid highway projects funded A&E service contracts are subject to Caltrans Audit and Investigation (A&I) Risk Based Audit and Review Process described in the LAPM, Chapter 10, Section 10.3.

Selected Consultant and sub-consultants shall comply with Chapter 10 of the Caltrans Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process, see Exhibit 10-K Consultant Certification of Contract Costs and Financial Management Systems form submittal. A pre-award or post-award audit may be performed on any contract issued as a result of this RFQ.

## **APPENDIX B**

### **PROPOSAL EVALUATION**

#### **Evaluation Process**

All submittals will be evaluated by the NVT A Selection Committee (Committee). The Committee may be composed of NVT A staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the Proposers. The evaluation of the proposals shall be in the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the NVT A Contract Administrator only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the NVT A's requirements as set forth in this RFQ.

All Consultants that submit a Statement of Qualifications (SOQs) shall be notified of the results of the technical review and of the short list of Consultants that will be requested to attend interviews. The Consultants included on the short list will be notified of the time and place of oral interviews and of any additional information to be brought to the interview, such as examples of Consultant's work.

Upon completion of the evaluation and ranking process, the top ranked consultant's cost proposals will be opened to begin cost negotiations. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend that on-call contracts be awarded with the top ranked consultants.

#### **Evaluation Criteria**

The product of this selection process will be to establish a short list of qualified consultants for each Project Category, from these lists the successful firms shall be contacted for RFP opportunities. Proposals will be evaluated according to each Evaluation Criteria.

<b>EVALUATION CRITERIA</b>	<b>MAX POINTS</b>
Understanding of the work to be done	25
Experience with similar kinds of work, references	20
Quality of staff for work to be done	15
Capability of developing innovative or advanced applications	10
Familiarity with state and federal procedures	10
Financial Responsibility	10
Demonstrated Technical Ability	10
<b>Total</b>	<b>100</b>

Any bid protests are subject to NVTA's adopted bid protest procedures that are posted on the NVTA website. A copy is provided in Attachment 4. To obtain a copy of NVTA's Policies, Practices and Procedures Manual go to <http://www.nvta.ca.gov/contracting-and-procurement-policy>

## **APPENDIX C**

### **PROJECT SCHEDULE**

Schedules will be required for each Task Order issued. In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.



## **ATTACHMENT 1**

### **SAMPLE PROFESSIONAL SERVICE AGREEMENT**

Please refer to the NVTa website for the sample Master Professional Services Agreement <http://www.nvta.ca.gov/agreements-forms>

## ATTACHMENT 2

### REQUIRED LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBITS FOR FEDERALLY FUNDED PROJECTS

Exhibits to be submitted with this proposal:

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
	General Information
	Cost Proposal (see Exhibit 10-H)
10-H	Sample Cost Proposal (Example 2) Specific Rate of Compensation ( <i>or approved similar form</i> )
10-Q	Disclosure of Lobbying Activities
10-01	Consultant Proposal DBE Commitment

Exhibit to be submitted at a *later date*, issued with each RFP/Task Order:

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
10-K	Consultant Certification of Contract Costs and Financial Management System (Prime and sub-consultants, submitted with cost proposal)
10-01	Consultant Proposal DBE Commitment
10-02	Consultant Contract DBE Commitment
10-U	Consultant in Management Support Role Conflict of Interest and Confidentiality Statement
15-H	DBE Information – Good Faith Effort

## **GENERAL INFORMATION FORM**

Legal Name of Proposer

Date:

Street Address:

Telephone Number:

City/State/Zip:

Proposer's Fax Number:

NVTA DBE ☐

DBE ☐

None ☐

Other ☐ \_\_\_\_\_

Type of Organization:

(Corporation, LPA, Sole Proprietorship, Partnership, etc.)

Business License (documented):

Taxpayer ID Number (Federal):

Name and Title of Manager:

---

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

---

NVTA DBE ☐

DBE ☐

None ☐

Other ☐ \_\_\_\_\_

Signature, Name and Title of Person Signing

---

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)** Page 1 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

**Note: Mark-ups are Not Allowed**

Consultant or Subconsultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

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

FEE = \_\_\_\_\_

**BILLING INFORMATION**

**CALCULATION INFORMATION**

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

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

**NOTES:**

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

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)** Page 2 of 2

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

<b>SCHEDULE OF OTHER DIRECT COST ITEMS</b>											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

**IMPORTANT NOTES:**

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



## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b>	<b>11. Individuals Performing Services</b>	
(attach Continuation Sheet(s) if necessary)		
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> (attach Continuation Sheet(s) if necessary)		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

**Distribution:** Orig- Local Agency Project Files

## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

## EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_

3. Project Description: \_\_\_\_\_

4. Project Location: \_\_\_\_\_

5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
<b>Local Agency to Complete this Section</b>				
17. Local Agency Contract Number: _____		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>%</b>	
18. Federal-Aid Project Number: _____				
19. Proposed Contract Execution Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
20. Local Agency Representative's Signature _____	21. Date _____			
22. Local Agency Representative's Name _____	23. Phone _____			
24. Local Agency Representative's Title _____				
		12. Preparer's Signature _____	13. Date _____	
		14. Preparer's Name _____	15. Phone _____	
		16. Preparer's Title _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

### CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

### LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

## ATTACHMENT 3

### NOTICE TO PROPOSER DBE INFORMATION Exhibit 10-I

\_\_\_ The Agency has established a DBE goal for this Contract of \_\_\_%

OR

X The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

#### TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

#### AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must 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. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

#### DBE PARTICIPATION GENERAL INFORMATION

It is the proposer'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 consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing 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 DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, 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 proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
  - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

#### RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  1. Click on the link titled Disadvantaged Business Enterprise;
  2. Click on Search for a DBE Firm link;
  3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

#### MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 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 Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 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 Contract 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. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

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.



## ATTACHMENT 4

### NVTA PROTEST PROCEDURES

*(Excerpt from Policies, Practices and Procedures Manual)*

Protest procedures will be included directly or by reference in all procurements. For procurements under \$100,000 vendors need to be directed to NVTA's website where a copy of the protest procedures can be obtained. For procurements over \$100,000 the protest procedures will be included in the procurement solicitation.

#### a. NVTA Protest Procedures

A protest must be submitted by an Interested Party no later than seven (7) business days prior to the date and time designated for submittal of bids or proposals or within five (5) business days after the allegedly aggrieved person or party is notified of the intent to award or recommend award of the contract. If the fifth day falls on a Saturday, Sunday or holiday it shall be submitted by 5:00 p.m. (local time) the following business day. All protests must be in writing and shall contain the following:

- the procurement title and/or number under which the protest is made;
- the name and address of the allegedly aggrieved party;
- a detailed description of the specific grounds for the protest and all supporting documentation;
- the specific ruling or relief requested; and
- the written protest shall be addressed to Executive Director, NVTA, 625 Burnell Street, Napa, CA 94559 with copies sent to all other bidders.

#### 1) Response to Protest

- i. Upon receipt of a timely written protest, the ED will consider the protest in accordance with established procedures and promptly issue a written decision stating the reasons for the action taken and informing the allegedly aggrieved person of his/her right to appeal the decision to the Chairman of the Board.
- ii. The decision made by the ED shall be final and conclusive unless appealed in writing to the Board Chair within five (5) business days of receipt by the protestor. The Board Chair will consider the appeal and promptly issue a written decision, which shall be final and conclusive.
- iii. A Protestor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the protestor's right, if any, to commence litigation.
- iv. Failure to comply with these protests and appeal requirements will render a protest or an appeal untimely or inadequate and may result in its rejection by NVTA.

- v. After the exhaustion of all administrative remedies, the protestor shall have ten (10) calendar days to commence litigation. Failure to commence litigation within this limitation shall constitute an absolute waiver of the protestor's right. State laws permit NVTa to award and execute the Contract during this 10-day period.
- vi. Public Work/Construction Contracts. For construction contracts awarded by the NVTa Board, the protesting party may appear and be heard at the meeting during which the contract is scheduled for award. In the event a protesting party has been declared non-responsible, the protesting party is entitled to a public hearing before the Board.

## EXHIBIT B

### PROJECT WORK ORDER NO.

PROJECT NAME:

NVTA PROJECT MANAGER:

CONSULTANT DESIGNATED TEAM MEMBERS:

SCOPE OF SERVICE: See Scope of Services/Proposal for Services dated *MONTH XX, 20XX* and Fee Schedule attached as EXHIBIT B-1.

START DATE: *MONTH XX, 20XX*

COMPLETION DATE: *MONTH XX, 20XX*

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

CHARGE NUMBER FOR PAYMENT: XXXX

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

NVTA,

By: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name:

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

Tax ID:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name

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

**EXHIBIT C**

**COMPENSATION RATES**

CONTRACTOR's Cost Proposal Rates

DRAFT

**NVTA On-Call List of Qualified Bidders**

<b>Highways, Roads and Intersection Infrastructure</b>	<b>Bicycle and Pedestrian Infrastructure</b>	<b>Transit Infrastructure</b>	<b>Corridor Operational Efficiencies</b>	<b>Transportation Technologies</b>	<b>Land Surveying</b>	<b>Construction Management</b>	<b>Project Management and Administration</b>
TY Lin International	Mark Thomas	TY Lin International	Kimley Horn	Kimley Horn	Mark Thomas	AECOM	TY Lin International
TransSystems	Kimley Horn	Mark Thomas	omni-means	DKS	Chaudhary & Assoc.	omni-means	DKS
Mark Thomas	AECOM	Kimley Horn	DKS	Stantec	REY Engineers	Park Engineering	Stantec
Kimley Horn	omni-means	omni-means	Stantec	iteris		WSP USA	
AECOM	Alta Planning & Design	STV	iteris				
omni-means	RSA+						
Coastland Civil Engr							

Feb. 2018



## NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter

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

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board received the monthly Federal and State Legislative updates, and approve board position recommendations for bills on the State Bill Matrix (Attachment 3).

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

The Board will receive the Federal Transportation Legislative update (Attachment 1) provided by Van Scoyoc Associates, the State Legislative update (Attachment 2) provided by Platinum Advisors, and consider acting on the bills included on the State Bill Matrix (Attachment 3).

Regional Measure 3 has been included in the Bill Matrix for NVRTA Board action. Staff will provide a presentation on the Regional Measure 3 Expenditure Plan and projects specific to Napa County.

At its February meeting, the NVRTA board requested that staff provide additional analysis of SB 827 (Weiner). Attachment 4 provides that analysis.

### **FISCAL IMPACT**

Is there a Fiscal Impact? No



## **SUPPORTING DOCUMENTS**

- Attachments:
- (1) February 26, 2018 Federal Legislative Update (Van Scoyoc Associates)
  - (2) February 27, 2018 State Legislative Update (Platinum Advisors)
  - (3) February 27, 2018 State Bill Matrix (Platinum Advisors)
  - (4) SB 827 (Weiner) Analysis



TO: Kate Miller, NVTA  
FROM: Steve Palmer, Channon Hanna, and David Haines  
DATE: February 26, 2018  
SUBJECT: Federal Legislative Update

The following is a summary of federal legislative activities related to transportation, housing, and environmental issues over the last month.

### **Legislative Action**

***Bipartisan Budget Agreement, Wildfire Relief, Debt Limit, and FY 2018 Continuing Resolution.*** Congress and the President agreed to legislation which increased the budget caps for defense and non-defense discretionary spending and contains a continuing resolution (CR) funding the government at FY 2017 levels until March 23, 2018. The agreement also extended the debt limit to March 1, 2019, extended some tax provisions for 2017, and provided hurricane and wildfire disaster relief.

The agreed-upon levels for discretionary spending adds \$63 billion for non-defense programs in for FY 2018 and an additional \$68 billion in FY 2019. Of these increases, \$10 billion in FY 2018 and FY 2019 is to be invested in infrastructure programs related to 1) rural water and wastewater, 2) clean and safe drinking water; 3) rural broadband; energy; 4) innovative capital projects; and 5) surface transportation. The House and Senate Appropriations Committees will now decide how to allocate the additional funds for FY 2018.

***Environmental Protection Agency (EPA) Nomination.*** On February 7, the Senate Environment and Public Works Committee advanced the nomination of Andrew Wheeler to be Deputy Administrator of U.S. Environmental Protection Agency. Wheeler has previously worked for Murray Energy and as Chief Counsel for the Environment and Public Works Committee.

***Mortgage Choice Act of 2017.*** On February 8, the House passed H.R. 1153, the Mortgage Choice Act of 2017. The legislation amends the Truth in Lending Act to specifically state that neither escrow charges for insurance nor affiliated title charges shall be considered “points and fees” for purposes of determining whether a mortgage is a “high-cost mortgage.” A high-cost mortgage designation restricts the terms of the loan and requires a lender to make certain disclosures to the borrower. The bill now moves to the Senate for further consideration.

**Department of Transportation (DOT) Nominations.** On February 13, the Senate confirmed the following nominations:

- Ronald Batory to be Administrator of the Federal Railroad Administration (FRA)
- Adam Sullivan to be Assistant Secretary for Government Affairs at DOT
- Raymond Martinez to be Administrator of the Federal Motor Carrier Safety Administration

**Rail legislation.** On February 14, the Transportation and Infrastructure Committee held a markup where the following bills were approved:

- H.R. 4921, the STB Information Security Improvement Act directs the Surface Transportation Board (STB) to implement an improvement plan for its information security system, as recommended by the DOT Inspector General.
- H.R. 4925, the FRA Safety Data Improvement Act ensures greater accuracy and quality of safety data collected and reported by FRA. The bill also instructs FRA to develop a plan and timeline to implement DOT Inspector General recommendations to improve the management and collection of railroad safety data.

### **Congressional Hearings**

**New and Emerging Threats to the Homeland.** On February 7, the Senate Homeland Security and Governmental Affairs Committee held a roundtable that seeks to address new and emerging threats to homeland security. The roundtable is a part of information gathering related to reauthorizing the Department of Homeland Security (DHS). Witnesses included representatives from DHS, Government Accountability Office (GAO), and the DHS Inspector General. During the roundtable, the Inspector General expressed his belief aviation security must continue to be a focus for DHS and expressed concern with the latest audit of Transportation Security Administration (TSA) screening operations.

**Impact of Environmental Regulations and Policies on Farming and Ranching.** On February 7, the Senate Committee on Senate Environment and Public Works held a hearing on the impact of federal environmental regulations and policies on American farming and ranching communities. Representatives from the following entities participated as witnesses during the hearing: American Farm Bureau, National Cattleman's Beef Association, National Pork Producers Council, State of Delaware, and National Farmers Union.

**Oversight of National Highway Traffic Safety Administration.** On February 14, the Digital Commerce and Consumer Protection Subcommittee of the House Energy and Commerce Committee held a hearing to provide oversight of National Highway Traffic Safety Administration (NHTSA). NHTSA Deputy Administrator Heidi King testified. During the hearing, Subcommittee Chairman Bob Latta (R-OH) stressed that passage of the Safely Ensuring Lives Future Deployment and Research In Vehicle

Evolution Act “SELF DRIVE” Act remains a priority for the Committee. He highlighted that bipartisan bill passed out of the Committee by a 54-0 vote and passed by the House by voice vote, and that the bill will help update NHTSA’s federal safety standards to reflect emerging self-driving car technology.

***New Source Review Permitting Challenges.*** On February 14, the House Energy and Commerce Committee’s Subcommittee on Environment held a hearing on New Source Review permitting challenges for manufacturing and infrastructure. The hearing focused on the impact of U.S. EPA’s New Source Review air permitting requirements. Witnesses included representatives from Pennsylvania Chamber of Business and Industry, American Forest & Paper Association and American Wood Council, Association of Air Pollution Control Agencies, Bracewell LLP, Natural Resources Defense Council, and George Washington University Law School.

***PTC Implementation.*** On February 15, the Railroads, Pipelines and Hazardous Materials Subcommittee of the House Transportation and Infrastructure Committee held a hearing to examine the status of positive train control (PTC) implementation. Witnesses included representatives from Federal Railroad Administration, National Transportation Safety Board, Association of American Railroads, Amtrak, American Public Transportation Association, and Brotherhood of Locomotive Engineers and Trainmen. During the hearing, Subcommittee Chairman Jeff Denham (R-CA) stressed that Congress has provided more than \$1 billion for PTC implementation and wants to work with industry to tackle any remaining challenges to ensure that PTC deadlines are met. Members of the Subcommittee pressed FRA to ensure that PTC deadlines are met by all railroads.

***TSA Outreach and Traveler Engagement.*** On February 27, the Transportation and Protective Security Subcommittee of the House Homeland Security Committee held a hearing to examine how TSA engages with the traveling public, through interactions at the checkpoint, customer service contact centers, and social media. Witnesses included TSA Acting Assistant Administrator Christine Griggs, TSA Deputy Assistant Administrator Stacey Fitzmaurice, and National Center for Transgender Equality Director of Policy Harper Jean Tobin.

***Implementation of Positive Train Control.*** On February 28, the Senate Commerce, Science, and Transportation Committee held a hearing that focused on PTC implementation and concerns that some passenger railroads could fall short of meeting legal safety obligations. Witnesses included representatives from Government Accountability Office, DOT Office of Inspector General, the Metropolitan Transportation Authority, and Amtrak.

## **Executive Branch**

***Emergency Relief Docket for 2018.*** On February 2, the Federal Transit Administration (FTA) established an Emergency Relief Docket for calendar year 2018 so grantees and

sub-grantees affected by national or regional emergencies may request temporary relief from FTA administrative and statutory requirements.

***Council on Environmental Quality Nomination.*** On February 4, the White House confirmed White House intention to withdraw the nomination for Kathleen Hartnett White to be Senior Advisor on Environmental Policy and the leader of the Council on Environmental Quality. Hartnett White's nomination struggled to receive sufficient votes to advance out of the Senate Environment and Public Works Committee after controversial statements on climate change, slavery, and other issues were publicized.

***President's Budget Proposal.*** On February 12, the White House released its Fiscal Year 2019 budget proposal. The \$4.4 trillion federal budget includes \$200 billion to support the President's infrastructure proposal. Key DOT budget highlights include:

- \$16.1 billion for Federal Aviation Administration
  - \$3.35 billion for the Airport Improvement Program (AIP)
  - \$2 million for the Airport Technology Research Program for advance material testing
  - Does not include a passenger facility charge (PFC) increase
- \$45.79 billion for Federal Highway Administration (FHWA)
  - Funds Highway Trust Fund (HTF) programs at Fixing America's Surface Transportation (FAST) Act levels
  - Eliminates the Transportation Investment Generating Economic Recovery (TIGER) grants program
- \$854 million for FRA
  - \$200 million for FRA safety and operations, which includes resources to monitor compliance with the implementation of PTC and enable FRA to improve its automated track inspection program.
  - Eliminates funding for restoration and enhancement grants
- \$11.12 billion for FTA
  - Funds HTF programs at FAST Act levels
  - \$1 billion for Capital Investment Grants, funding only projects with Full Funding Grant Agreements.

***Infrastructure Proposal.*** On February 12, the White House released its 10-year infrastructure proposal. The proposal calls for \$200 billion in direct federal spending over ten years for infrastructure which the Administration says would stimulate at least \$1.5 trillion in new infrastructure investments. The plan includes:

- \$200 billion federal investment
  - \$100 billion for an incentives program to spur additional dedicated funds from states, localities, and the private sector;
  - \$20 billion for a Transformative Projects Program

- \$20 billion for expanding Transportation Infrastructure Finance and Innovation Act (TIFIA), Water Infrastructure Finance and Innovation Act (WIFIA), Railroad Rehabilitation & Improvement Financing (RRIF), rural utility lending, and private activity bonds (PABs)
- \$10 billion for a new Federal Capital Revolving Fund to reduce inefficient leasing of federal real property which would be most cost-effective to purchase
- \$50 billion for a new Rural Infrastructure Program
- Flexibility for projects that have minimal federal funding but are currently required to seek federal review and approval
- Streamlines the permitting process and establishes a “one agency, one decision” structure for environmental reviews.

***Automated Vehicle Policy Summit.*** On February 12, DOT announced a public meeting to seek input regarding *Automated Vehicles (AV) 3.0*. This document will provide a framework for automation in the surface transportation system and describe DOT's multimodal approach to the safe rollout of AVs. The objectives of the public meeting are to: (1) Get feedback on the draft AV 3.0 Framework; and (2) identify priority Federal and non-Federal activities that can accelerate the safe rollout of AVs.

***Build America Bureau (BAB) and FHWA: P3-VALUE Tool.*** On February 13, the DOT Build America Bureau in cooperation with FHWA's Center for Innovative Finance support released an enhanced version of its P3-VALUE tool for evaluation of Public Private Partnership (P3) project delivery called P3-VALUE 2.1. The P3-VALUE 2.1 is a part of a P3 Toolkit consisting of tools and guidance documents to assist in educating transportation professionals as well as public sector policymakers and legislative and executive staff.

***FY 2019 Capital Investment Grants Report.*** On February 13, FTA released its FY 2019 report on Capital Investment Grants that are in the FTA evaluation pipeline. FTA is required to submit its annual report to Congress in conjunction with the President's budget request.

***Removing Regulatory Barriers for Automated Driving Systems.*** On February 13, NHTSA announced a public meeting as part of the Agency's effort to seek public comments to identify any regulatory barriers in the existing Federal Motor Vehicle Safety Standards (FMVSS) to the testing, compliance certification, and compliance verification of vehicles with Automated Driving Systems (ADSs) and certain unconventional interior designs.

***FTA Administrator.*** On February 14, President Trump announced the nomination of former House Representative Thelma Drake to be the next FTA Administrator. She currently serves as the Assistant Director of Public Works – Transportation for the City of Norfolk, Virginia. During her time in Congress, Rep. Drake served on the House Transportation and Infrastructure Committee.



***NOFO, Rail Capital Projects and Operating Assistance.*** On February 15, FRA announced that it is accepting applications for \$73 million in grant funding for projects that can strengthen intercity passenger rail, support capital projects and boost safety initiatives that may include the implementation of positive train control, improved highway-rail grade crossings, and congestion mitigation.

***Small Area Fair Market Rent Rule.*** On February 20, the Department of Housing and Urban Development (HUD) agreed to allow the Small Area Fair Market Rent rule to go into effect after initial efforts to delay the rule for two years. The Small Area Fair Market Rent rule will require public housing officials to determine subsidies for rent based on formulas for zip codes, instead of formulas that have previously been used based on entire metropolitan areas.

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February 27, 2018

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority

FR: Steve Wallauch  
Platinum Advisors

**RE: Legislative Update**

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**Save SB 1 Campaign:** The Fix Our Roads Coalition is shifting from advocating for SB 1 to fighting any repeal effort. This week the Fix Our Road Coalition announced the creation of the Coalition to Protect Local Transportation Improvements. This coalition will focus on promoting the passage of Proposition 69 on the June ballot, and opposing any initiative that would repeal the gains made by SB 1. Additional information on joining this effort can be found at: <https://fixcaroads.com/coalition-list/>

**Appointments:** Governor Brown has named Brian Annis to be the Secretary of California State Transportation Agency (CalSTA). Mr. Annis previously served as Acting Secretary of CalSTA, and Undersecretary for Transportation.

In addition, Governor Brown appointed Laurie Berman as the next Director of Caltrans. The transition to Director Berman will take place next week. The former District 11 Director will replace Director Malcolm Dougherty, who is moving on to the private sector.

The Governor also reappointed Fran Inman to the California Transportation Commission (CTC), and Robert Alvarado was also reappointed to the CTC.

Each of these appointments requires Senate confirmation. If you are interested in expressing support for any of these appointees, please let us know.

**NEW CEQA Guidelines:** The Natural Resources Agency is taking the final steps in adopting changes to the CEQA guidelines that were proposed in SB 743 of 2013. The bulk of the changes involve replacing the use of the Level of Service measurement when analyzing traffic impacts with the use of Vehicle Miles Traveled measurement.

The deadline to submit public comments is March 15<sup>th</sup> at 5:00. The Natural Resources Agency has scheduled two public hearings on the proposed changes. The first is set for March 14<sup>th</sup> from 1:30-4:30 at the California Science Center in Los Angeles, and March 15<sup>th</sup> from 1:30-4:30 at the California Energy Commission building in Sacramento.

Additional information on the proposed changes can be found at:

<http://resources.ca.gov/ceqa/>

**VW Settlement:** The California Air Resources Board (CARB) staff has released its discussion document on how it proposed to spend approximately \$423 million, which is California's share from the Volkswagen Environmental Mitigation Trust. The Trust is expected to be fully funded by November 2018, and California has 10 years to spend the funds. CARB has scheduled a series of workshops across the state. The first hearing was held in Sacramento on February 26<sup>th</sup>, another workshop is scheduled for March 1<sup>st</sup> in Oakland, one in Diamond Bar on March 7<sup>th</sup>, and the final workshop is set for Fontana on March 8<sup>th</sup>. A copy of the proposed plan can be found at:

[https://www.arb.ca.gov/msprog/vw\\_info/vsi/vw-mititrust/meetings/021618\\_discussiondoc.pdf](https://www.arb.ca.gov/msprog/vw_info/vsi/vw-mititrust/meetings/021618_discussiondoc.pdf)

**Table 1: Recommended Categories and Allocations**

Eligible Mitigation Action Category	Eligible Technology <sup>1</sup>	Benefiting DC or LIC <sup>2</sup>	Recommended Allocation (millions)
Transit, School, and Shuttle Buses	Zero-Emission	50%	\$130
Class 8 Freight and Port Drayage Trucks	Zero-Emission	50%	\$90
Light-Duty ZEV Infrastructure	Charging Equipment and Hydrogen Dispensing Equipment	35%	\$10
<b>Zero-Emission Freight / Marine</b>			
Forklifts and Port Cargo Handling Equipment	Zero-Emission	75%	\$70
Airport Ground Support Equipment	Zero-Emission		
Oceangoing Vessel Shorepower	Shorepower Systems		
<b>Combustion Freight / Marine</b>			
Class 7-8 Freight Trucks	Low NOx <sup>3</sup>	50%	\$60
Freight Switchers	Tier 4		
Ferries / Tugs	Tier 4 and Tier 4-Equivalent Hybrid		
Admin Reserve <sup>4</sup>			\$63
Total		> 50%	\$423

The largest recipient is zero emission transit and school buses, with 31% of the funds, or \$130 million directed toward these projects. The discussion document states that these funds would be allocated on a first come-first served basis. The funds would be allocated in manner similar to the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) rebate program, and would provide grants of up to \$180,000 for a battery electric bus and up to \$400,000 for a new fuel cell electric bus. The fuel cell

bus amount includes \$100,000 for fueling infrastructure costs. These funds cannot be used in combination with HVIP funds.

**SB 350 Report:** In 2015 Governor Brown signed SB 350 that included provisions directing CARB to study the barriers low income residents face in accessing zero emission transportation options. This report will influence policy decisions and funding related to increasing access to clean transportation options for low income communities. CARB recently released this “guidance” document that can be found here: [https://www.arb.ca.gov/msprog/transoptions/sb350\\_final\\_guidance\\_document\\_022118.pdf](https://www.arb.ca.gov/msprog/transoptions/sb350_final_guidance_document_022118.pdf)

The recommendations included in this document are wide ranging, and include providing funds to assist low income residents with the purchase of zero emission vehicles or creating neighborhood car share programs. The recommendations also include funding for zero emission buses and fueling infrastructure, and requiring cities and counties to develop new zero-emission vehicle readiness plans. The list also recommends that any local transportation sales tax measure should include a funding pot dedicated toward low income and disadvantaged communities.

**Transportation Budget:** The Legislative Analyst’s Office (LAO) released their overview of the governor’s January transportation spending proposals. This review provides the basis for the budget subcommittee discussions. The governor’s budget proposal contains \$22.5 billion from all funding sources for transportation in the 2018-19 budget year, an increase of \$4.2 billion over the current year. Revenues from SB 1 are estimated to be \$2.8 billion in the current fiscal year, \$4.6 billion in 2018-19, and \$6.8 billion annually within 10 years.

- *Caltrans* –\$13.6 billion in total funding is proposed for Caltrans, which is \$2.3 billion higher than the current fiscal year. Issues under consideration are the following:
  - Highway Maintenance Program – the Administration proposes a \$154 million increase in funding - \$100 million for maintenance contracts on bridges and culverts and \$54 million for 400 positions at Caltrans.
  - State Highway Operation and Protection Program (SHOPP) – the governor is proposing a \$570 million increase for highway rehabilitation projects (\$300 million for bridges and culverts).

LAO Commentary: The LAO estimates annual funding shortfalls of \$1.6 billion for major maintenance and \$600 million for SHOPP because of project backlogs. The Legislature may want to put more funding toward maintenance and less toward SHOPP, as maintenance will contribute to long-term savings. The governor is also directing some SB 1 funding to routine maintenance such as guardrails, lighting, and signs which the Legislature may not consider to be immediate priorities.

- Caltrans Efficiencies – SB 1 requires Caltrans achieve \$100 million in operational efficiencies each year.

While the Governor’s budget did not outline the proposed efficiencies, it did mention that Caltrans will generate “considerably more” saving than required. At the January California Transportation (CTC) meeting, Caltrans provided the Commission a report on how it will seek to implement efficiencies that will generate \$146-\$236 million in operational savings. The LAO has not had an opportunity to review and evaluate the proposed efficiencies. A copy of the full report can be found at: [http://www.catc.ca.gov/meetings/2018/2018-01/25\\_4.4.pdf](http://www.catc.ca.gov/meetings/2018/2018-01/25_4.4.pdf)

The sources of the targeted savings are proposed for the following areas

Overhead in Project Delivery	\$40-\$45 million
Acceleration of Work	\$30-\$25 million
Innovative Contracting Tools	\$10-\$50 million
Value Engineering	\$20-\$50 million
Streamlining Environmental Review	\$20-\$25 million
New Technology	\$25-\$30 million
Process Improvement through Lean 6-Sigma	\$1-\$3 million

*Lean 6-Sigma is management methodology aimed at collaboratively removing waste and reducing variations.*

- Compensation – The Administration is proposing \$58 million from the State Highway Account (SHA) for costs related to compensation for temporary positions.

LAO Commentary: The Legislature should request details about how the funding shortfall for temporary workers has impacted the department, consider options to prevent a shortfall in the future, and find out what work will be performed with the funds. Other state departments have similar compensation issues which are not proposed to be remedied – why should this department’s compensation issues be specifically addressed? It also appears that it may be duplicative of another staffing proposal.

- The Administration is proposing to fund two proposals from the SHA – \$7 million ongoing for tort payments and \$4.9 million for two years to cover increases in vehicle insurance premiums.

LAO Commentary: California could establish a state liability limit as other states have done and explore ways to reduce collisions and improve highway conditions to reduce legal exposure. In prior years these costs were covered with redirected funding. Why is that no longer possible?

- The Administration is proposing \$2 million for Caltrans to contract with a vendor to develop an Information Technology (IT) architecture roadmap as well as manage and replace IT devices. They are also proposing \$12 million for implementing the roadmap.

LAO Commentary: The Legislature should approve \$2 million for the roadmap, but wait on approving additional funding without review.

- IT Security and Privacy Office – the governor is proposing \$10.4 million to implement activities identified in Caltrans' cybersecurity plan. The LAO is recommending that the Legislature approve this proposal.
- Road Usage Charge – \$3.2 million is included in the governor's budget proposal to implement a pay-at-the-pump pilot program. In analyzing the proposal, the LAO believes that this type of revenue collection would be convenient as drivers already pay fuel taxes at the pump, however it wouldn't work for those with alternative fuel vehicles. Because Caltrans is in the process of finding vendors that could provide the appropriate technology for a pay-at-the pump program, the LAO recommends that Caltrans report on progress during budget deliberations.





February 27, 2018

## **New Positions**

<b>Bills</b>	<b>Subject</b>	<b>Status</b>	<b>Client - Position</b>
<b><u>AB 3124</u></b> <b><u>(Bloom D)</u></b> Vehicles: length limitations: buses: bicycle transportation devices.	AB 3124 makes a small change with a big impact. This measure amends existing law to add 4 inches to the length of a bicycle rack mounted on a transit bus. This increases the length a rack may extend from the front body of a bus from 36 inches to 40 inches. Since this measurement is taken from the body of the bus, but the rack is mounted on the bumper, this added length is needed to comply with the law.	ASSEMBLY PRINT	RECOMMENDED POSITION: SUPPORT
<b><u>Regional Measure 3/Senate Bill 595 (Beall)</u></b>	SB 595 authored by Senator Jim Beall was passed by the Legislature and signed into law by Governor brown in the fall of 2017. The bill authorizes the Bay Area Toll Authority to place Regional Measure 3 on the ballot. At its February 27 <sup>th</sup> meeting, the County Board of Supervisors approved adding Regional Measure 3 to the June 5, 2018 ballot. If approved Regional Measure 3 will allow the Bay Area Toll Authority to increase tolls on the seven (7) state owned bridges, as follows: \$1 January 1, 2019, \$1 January 1, 2022, and \$1 January 1, 2025. Revenues raised will fund transportation projects on the expenditure plan to relieve congestion in the bridge corridors.	June 5, 2018 Statewide Primary Election	RECOMMENDED POSITION: SUPPORT

## Existing Positions

Bills	Subject	Status	Client - Position
<b><u>AB 1</u></b> <b>(Frazier D)</b> Transportation funding.	AB 1 was Assemblyman Frazier's renewed effort to address the funding shortfall facing our transportation infrastructure. With the passage of SB1, this bill will likely be used for another issue if it is moved forward.	ASSEMBLY TRANS  DEAD	SUPPORT
<b><u>AB 399</u></b> <b>(Grayson D)</b> Autonomous vehicles: Contra Costa Transportation Authority: pilot project.	<p>Last year, legislation was enacted to authorize the Contra Costa Transportation Authority to conduct a pilot project testing the use of autonomous vehicles on streets that are open to the public, but located within a private business park.</p> <p>AB 399 extends the sunset date on the authority for the pilot project to operate according to existing law, prior to the requirement to then comply with regulations being developed by the DMV. Currently, this pilot program must comply with the DMV regulations within 180 days of the operative date of the regulations. AB 399 extends this "phase-in" period to 12 months.</p> <p>AB 399 has not been set by the Assembly Transportation Committee for hearing at the January 8<sup>th</sup> meeting, so it appears that this bill is not moving forward.</p>	ASSEMBLY 2 YEAR  DEAD	SUPPORT
<b><u>AB 1454</u></b> <b>(Bloom D)</b> Transportation projects: lease agreements.	<p>AB 1454 is now a two-year bill that will not be acted on until the legislature returns in January.</p> <p>This bill was amended to remove the language that deletes the sunset date on the authority for Caltrans and regional transportation agencies to enter into public private partnerships. As amended, the bill merely states that it is the intent of the Legislature to reestablish the public-private partnership process.</p>	ASSEMBLY RULES COMMITTEE	SUPPORT

<b><u>AB 1454</u></b> <b>(Bloom D)</b> Continued	AB 1454 has also not been set for hearing, and will not be moving.		
<b><u>AB 1759</u></b> <b>(McCarty D)</b> General plans: housing element: production report: withholding of transportation funds	This bill would require the Department of Housing & Community Development to annually review and certify a local government's progress toward meeting its share of regional housing needs. If a city or county fails to be certified, the Controller is directed to withhold a city's or county's share of local street and road maintenance funds. Once the city or county becomes certified, the Controller would release the funds.	ASSEMBLY PRINT	OPPOSE
<b><u>AB 1866</u></b> <b>(Fong R)</b> Transportation funding.	This new measure makes numerous changes to transportation funding programs. These changes largely reflect the transportation funding proposal pushed by the Assembly Republican Caucus last year.	ASSEMBLY TRANS	WATCH
<b><u>AB 1901</u></b> <b>(Obernolte R)</b> California Environmental Quality Act: exemption: roadway projects.	This bill would extend indefinitely an existing CEQA exemption for counties or cities with a population of less than 100,000. The existing program provides a limited exemption from CEQA for maintenance projects within the existing right-of-way if specified conditions are met.	ASSEMBLY PRINT	SUPPORT
<b><u>ACA 4</u></b> <b>(Aguiar-Curry D)</b> Local government financing: affordable housing and public infrastructure: voter approval. <b><u>ACA 4</u></b> <b>(Aguiar-</b>	ACA 4 would generally lower the voter threshold to 55% for imposing the following taxes or issuing debt: <ul style="list-style-type: none"> <li>Creates an additional exception to the 1% limit that would authorize a city or county, to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure or affordable housing.</li> <li>Authorizes a local government to impose, extend, or increase a</li> </ul>	ASSEMBLY L. GOV	SUPPORT

<b><u>Curry D)</u> - Continued</b>	special tax for the purposes of funding the construction, rehabilitation or replacement of public infrastructure or affordable housing.		
<b><u>SB 760</u></b> <b><u>(Wiener D)</u></b> Bikeways: design guides.	As approved by the Senate, SB 760 was scaled back. As currently drafted, SB 760 would simply allow Caltrans and local entities responsible for the development or operation of bikeways or roadways where bicycles are permitted, to consider additional street design guides such as the National Association of City Transportation Officials' (NACTO) Urban Street Design Guide.  Prior versions of this bill would have placed new restrictions on Caltrans when programming funds in the State Highway Operation and Protection Program (SHOPP).	ASSEMBLY DESK	WATCH
<b><u>SB 827</u></b> <b><u>(Wiener D)</u></b> Planning and zoning: transit-rich housing bonus	SB 827 would authorize a "transit-rich housing project" to be eligible for a "transit-rich housing bonus." A transit-rich housing project is a housing project that is located within ½ mile of a "major transit stop" or ¼ mile from a "high-quality transit corridor." If the housing project meets these requirements then it would be exempt from local controls on residential density or floor area ratio, parking restrictions, and some height restrictions.	SENATE T. & H.	WATCH
<b><u>SCA 2</u></b> <b><u>(Newman D)</u></b> Motor vehicle fees and taxes: restriction on expenditures.	With the passage of ACA 5, SCA 2 was placed on the Inactive File. SCA 2 and ACA 5 are identical and would prospectively prohibit the use of truck weight fees to pay for transportation bonds approved after January 1, 2017. The bill would also expand the protections for Public Transportation Account revenues to also include the 1.75% increase to the diesel fuel sales tax that was enacted as part of the gas tax swap. The ban on borrowing fees and taxes would also apply	SENATE INACTIVE FILE	SUPPORT

<b>SCA 2</b> <b>(Newman D) -</b> <b>Continued</b>	to any vehicle fees or taxes dedicated to transportation accounts.		
<b>SCA 6</b> <b>(Wiener D)</b> Local transportation measures: special taxes: voter approval.	SCA 6 would allow a local government to impose any special tax with a 55% approval of the voters if the special tax dedicates 100% of the revenues, not including collection and administrative expenses, to transportation programs and projects.	SENATE APPR – SUSPENSE FILE	SUPPORT
<b>Proposition 69 /ACA 5</b>	<p>The NVTA Board adopted a support position on SCA 2 last session. However, at the last minute ACA 5 was the vehicle used to make Constitutional changes as part of the SB 1 funding package. ACA 5 is identical to SCA 2. ACA 5 will appear on the June ballot as Proposition 69, which adds the following protections to the Constitution:</p> <ul style="list-style-type: none"> <li>• Requires diesel fuel sales tax revenues to be deposited into the Public Transportation Account (PTA) and prohibit the Legislature from diverting or appropriating those funds for purposes other than transportation planning and mass transportation. While the Constitution currently protects the base level of funding allocated to the PTA, those protections do not apply to the diesel sales tax increase in SB 1. ACA 5 would correct this oversight.</li> <li>• Require revenues derived from a proposed Transportation Improvement Fee, including the vehicle registration fee, to be used solely for transportation purposes, prohibit those revenues from being used to pay for previously authorized transportation bond debt service, and prohibit the Legislature from borrowing or using those revenues for unauthorized purposes.</li> </ul>	June 5, 2018 Statewide Primary Election	SUPPORT

<b>Proposition 69 /ACA 5 (cont.)</b>	<ul style="list-style-type: none"> <li>Exempts appropriations of revenues generated as part of the proposed Road Repair and Accountability Act of 2017 (SB 1, Beall) from counting towards the state appropriation limit (Gann Limit).</li> </ul>		
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## **SB 827 (Wiener)**

SB 827 would require that a local government grant a developer of a transit-rich housing project a density bonus and other incentives or concession for the production of lower income housing units providing the development meets specified planning standards. A “transit-rich housing project” is defined as housing developments located within a ½ mile radius of a major transit stop or within a ¼ mile radius of a bus stop on a high-quality transit corridor. Projects receiving such a bonus would be exempt from locally-adopted residential density and floor area ratio maximums, parking minimums, and any design standards that restrict the developer’s ability to construct the maximum number of units consistent with any applicable building code. In transit-rich locations, the bill would establish new height maximums of 45 to 85 feet (equivalent to approximately four to eight stories), depending on the width of the street and proximity to a major transit stop or high-quality transit corridor as detailed in the chart below.

<b>SB 827 Proposed Minimum Height Limits by Proximity to Transit and Street Width</b>				
Radius Affected	Transit Type	Street Width (Right of Way)		
		≥ 70 feet		< 70 feet
1/4 mile	High-quality transit stop*	85-foot	minimum	55-foot
1 block	Major transit stop**	height limit		height limit
1/2 mile	Major transit stop	55-foot	minimum	45-foot
		height limit		height limit

Source: MTC

\*A bus stop on a corridor with fixed-route bus service with service intervals no longer than 15-minutes during peak commutes.

\*\*A site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

### **Summary of Arguments:**

Advocates of SB 827 argue the legislation is necessary to break through existing barriers for transit-oriented growth and in particular to help meet the state’s high demand for affordable housing. The bill’s fundamental premise is that California’s investment in transportation-specific projects is being met with local refusal to build housing anywhere near transit, and therefore, not making the best use of state resources.

Opponents of SB 827 argue the proposed law would undermine local control over zoning, lead to displacement – including of lower-income and rent-controlled residents – and incentivize developers to choose profit margins over affordable housing.

Wiener, however, asserts the proposed legislation would “readjust the balance between local and state housing decision-making,” which the senator considers “a long overdue reform.

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Wiener argues that restricting transit-rich areas to low-density housing significantly limits how many people can easily use transit. “By severely limiting who can live near transit, we push people farther away, force them to drive, create crushing commutes, and reduce transit ridership, all of which undermine our transit investments,” he wrote.

The California League of Cities, which is opposed to SB 827, takes the position California needs more time to assess impacts of a comprehensive 15-bill “housing package” enacted by the Legislature and signed by the Governor last year providing new sources of funding, streamlining the housing approval process and increasing oversight of local government land use decisions. The city of Napa joined with the League in expressing opposition to the bill.

On Feb. 27<sup>th</sup>, Wiener amended SB 827 to include affordability, anti-demolition and anti-displacement provisions, largely in response to concerns raised by a range of affordable housing developers, tenant advocates and equity organizations. The amendments clarify that locally adopted inclusionary housing policies and demolition controls would apply to transit-rich housing projects. Additionally, all existing tenants would be required to be guaranteed a “right to remain” as a condition for approval of any demolition permit for a transit rich housing project.

It should be noted that Napa County currently does not have any major transit stops or high-quality transit corridors, which means that SB 827 zoning changes wouldn’t impact the county today were the bill to be enacted. Service improvements called out in the Express Bus study may result in the City of Napa, the County of Napa, and American Canyon having 15-minute peak period headways and therefore these jurisdictions may be subject to such requirements in the future should the bill pass.