

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

**Wednesday, January 17, 2024
1:30 PM**

JoAnn Busenbark Board 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 the NVTa website at: <https://nctpa.legistar.com/Calendar.aspx>

This meeting will be conducted as an in-person meeting at the location noted above. Remote teleconference access is provided for the public's convenience and in the event a Board Member requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Board Member is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only and in the event that the Zoom teleconference connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access and take action on any agenda item.

The public may participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 864 1754 4351
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 864 1754 4351 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrpiLcW9uRmA0EE6w-eKZyw?app=desktop>

The agenda will be posted 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 4:30 p.m., except for NVTa holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email info@nvtca.ca.gov to request a copy of the agenda.

Public records related to an agenda item that are distributed less than 72 hours before this meeting are

available for public inspection during normal business hours at the NVTa office at 625 Burnell Street, Napa, CA 94559 and will be made available to the public on the NVTa website at nvta.ca.gov. 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 comment on matters within the subject matter of the Board's jurisdiction, that are not on the meeting agenda during the general Public Comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

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

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

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

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

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

Information on obtaining the agenda in an alternate format is noted below:

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

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

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

1. Call to Order
2. Consideration and Approval of Board Member Requests for Remote Participation
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Executive Director's Update
8. Caltrans' Update

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

9. PRESENTATIONS

9.1 NVRTA Project Update

Recommendation: Information Only

Estimated Time: 2:10 p.m.

10. CONSENT AGENDA ITEMS

10.1 Meeting Minutes of November 15, 2023 (Laura Sanderlin) (Pages 10-13)

Recommendation: Board action will approve the minutes of the November 15th regular meeting.

Estimated Time: 2:25 p.m.

Attachments: [Draft Minutes](#)

10.2 Paratransit Coordinating Council (PCC) Member Appointment to the Napa Valley Transportation Authority (NVTA) Board of Directors (Laura Sanderlin) (Pages 14-16)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board appoint Devereaux Smith as representative of the PCC as a non-voting member to the NVTA Board of Directors.

Estimated Time: 2:25 p.m.

Attachments: [Staff Report](#)

10.3 Revised Passenger Code of Conduct (Rebecca Schenck) (Pages 17-25)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board of Directors adopt a revised Passenger Code of Conduct (Chapter 9 of the NVTA Policies, Practices, and Procedures Manual), which would include expanded guidelines for riders on board transit vehicles and in transit facilities.

Estimated Time: 2:25 p.m.

Attachments: [Staff Report](#)

10.4 Amendment to the Cultural Resources Monitoring and Treatment Agreement for the St. Helena to Calistoga Napa Valley Vine Trail Project (Grant Bailey) (Pages 26-31)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 4 with Middletown Rancheria Agreement No. 22-C10 for Cultural Resources Monitoring and Treatment Services in an amount not to exceed \$50,600 which brings the total contract amount to \$297,600.

Estimated Time: 2:25 p.m.

Attachments: [Staff Report](#)

10.5 Amendment to Agreement No. 17-15 with Kimley Horn and Associates (KHA) for Vine Bus Maintenance Facility Architectural and Engineering Design Services (Grant Bailey) (Pages 32-40)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Amendment No. 8 to agreement No. 17-15 with Kimley Horn and Associates which would amend the contract scope and fee to provide supplemental geotechnical engineering for the photovoltaic canopies and structural anchorage calculations for equipment in the Vine Bus Maintenance Facility in an amount not to exceed \$25,500.

Estimated Time: 2:25 p.m.

Attachments: [Staff Report](#)

10.6 Notice of Completion for the Imola Park and Ride Improvements Project (Grant Bailey) (Pages 41-46)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director or designee to: 1) file a Notice of Completion with the Recorder-County Clerk and 2) release the contract retention for NVTA Contract No. 21-19 Imola Park & Ride Improvements project pending the fulfillment of all terms of the agreement.

Estimated Time: 2:25 p.m.

Attachments: [Staff Report](#)

10.7 Amendment No. 1 to Agreement 23-C13 with EMC Research Inc for Polling Services Associated with the Proposed Replacement Sales Tax Measure - the Napa Valley Transportation Improvement Act (Antonio Onorato) (Pages 47-53)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Amendment No. 1 to agreement No. 23-C13 with EMC Research which would amend the contract scope to conduct a second poll for the proposed replacement sales tax Measure for an amount not to exceed \$45,500.

Estimated Time: 2:25 p.m.

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS

11.1 Agreements for Project Approval and Environmental Document Phase Work associated with the American Canyon State Route 29 Corridor Improvement Project (Grant Bailey) (Pages 54-109)

Recommendation:

That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to negotiate, execute, and make minor modifications to 1) Work Order No. E-01 to NVTA Agreement No. 23-OCE08 with Kimley Horn and Associates for architectural and engineering services and 2) Cooperative Agreement 04-2957 with Caltrans for Project Approval & Environmental Document phase services associated with the American Canyon State Route 29 Corridor Improvement Project in an amount not to exceed \$4,683,632.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

11.2 Professional Services Agreement No. 23-C33 with Nelson/Nygaard Consulting Associates, Inc. for work associated with the Countywide Accessible Transportation Needs Assessment (Diana Meehan) (Pages 110-131)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Professional Services Agreement with Nelson/Nygaard for the development and completion of the Countywide Accessible Transportation Needs Assessment in an amount not to exceed \$146,887, plus a ten percent (10%) contingency to allow for minor changes to the scope.

Estimated Time: 3:00 p.m.

Attachments: [Staff Report](#)

11.3 Professional Services Agreement with Muelreath Public Affairs for Strategic Communications Campaign and Public Relations Services (Antonio Onorato) (Pages 132-151)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to enter into and make minor modifications to Agreement No. 23-C32 with Muelreath Public Affairs Inc. for Strategic Communications Campaign and Public Relations Services for a period of two years in an amount not to exceed \$135,750 plus a ten percent (10%) contingency for minor scope changes.

Estimated Time: 3:25 p.m.

Attachments: [Staff Report](#)

11.4 Federal and State Legislative Update (Kate Miller) (Pages 152-168)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal and State Legislative update prepared by Platinum Advisors.

Estimated Time: 3:45 p.m.

Attachments: [Staff Report](#)

12. CLOSED SESSION

12.1

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

Title: Executive Director

Estimated Time: 4:05 p.m.

13. FUTURE AGENDA ITEMS

14. ADJOURNMENT

14.1 The next Regular Meeting is Wednesday, February 21st.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, January 12th.

Laura Sanderlin

Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVTB Board of Directors

Wednesday, November 15, 2023

1:30 PM

JoAnn Busenbark Board Room

1. Call to Order

Chair Alessio called the meeting to order at 2:06pm.

2. Consideration and Approval of Board Member Requests for Remote Participation

None

3. Roll Call

Leon Garcia
Paul Dohring
Mark Joseph
Liz Alessio
Scott Sedgley
Margie Mohler
Kevin Eisenberg
Robin McKee-Cant
Irias Lopez-Ortega
Anna Chouteau
Absent:
Alfredo Pedroza
Ryan Gregory

4. Adoption of the Agenda

Motion MOVED by DOHRING, SECONDED by CHOUTEAU to APPROVE Item. 4. Adoption of the Agenda. Motion passed unanimously.

Aye: 20 - Garcia, Dohring, Joseph, Alessio, Sedgley, Mohler, Eisenberg, McKee-Cant, Lopez-Ortega, and Chouteau

Absent: 4 - Pedroza, and Gregory

5. Public Comment

None

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

Director Garcia reported recent ABAG activities.
Staff member, Danielle Schmitz reported recent MTC activities.

7. Executive Director's Update

Staff member, Danielle Schmitz reported in Executive Director Miller's absence:

- Director Miller re elected to California Transit Association Executive Committee
- Draft Environmental document for Napa Valley Forward Project to be released late November
- SR37 project receive \$50 million for Tolay Creek Bridge replacement under the Local Transportation Climate Adaptation program
- Vine Trail paving update for Calistoga to St. Helena segment
- Staffing updates
- Vine riders now receiving text message updates

8. Caltrans' Update

Update reported by Anthony Cabangangan, Caltrans.

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

Motion MOVED by GARCIA, SECONDED by JOSEPH to APPROVE Consent Agenda Items 9.1-9.3. Motion passed unanimously.

Aye: 20 - Garcia, Dohring, Joseph, Alessio, Sedgley, Mohler, Eisenberg, McKee-Cant, Lopez-Ortega, and Chouteau

Absent: 4 - Pedroza, and Gregory

9.1 Meeting Minutes of October 18, 2023 (Laura Sanderlin) (Pages 8-11)

Attachments: [Draft Minutes](#)

9.2 Resolution No. 23-26 Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTA) Governing Board for Calendar Year (CY) 2024 (Laura Sanderlin) (Pages 12-16)

Attachments: [Staff Report](#)

9.3 Americans with Disabilities Act (ADA) Self-Evaluation Plan (Rebecca Schenck) (Pages 17-89)

Attachments: [Staff Report](#)

10. PRESENTATIONS

10.1 V-Commute Challenge Results (Transportation Demand Management Team)

Report by Thea Selby, Next Steps Marketing and Diana Meehan, NVTA staff.

Information only/No action taken

10.2 2024 State Legislative Update (Steve Wallauch, Platinum Advisors)

Information only/No action taken

{Director Mohler departed the meeting}

10.3 2024 Federal Legislative Update (Jessica Aune & Tony Hobbs, Platinum Advisors)

Information only/No action taken

11. REGULAR AGENDA ITEMS

11.1 2024 Federal and State Legislative Advocacy Program and Project Priorities and Federal and State Legislative Update (Danielle Schmitz) (Pages 90-124)

Attachments: [Staff Report](#)

Motion MOVED by CHOUTEAU, SECONDED by GARCIA to APPROVE Item. 11.1 Legislative Advocacy Program and Project Priorities for 2024. Motion passed unanimously.

Aye: 19 - Garcia, Dohring, Joseph, Alessio, Sedgley, Eisenberg, McKee-Cant, Lopez-Ortega, and Chouteau

Absent: 5 - Pedroza, Mohler, and Gregory

11.2 Purchase Six El Dorado 35' Buses and Related Equipment (Rebecca Schenck) (Pages 125-141)

Attachments: [Staff Report](#)

Motion MOVED by EISENBERG, SECONDED by GARCIA to APPROVE Item 11.2 authorizing execution of Purchase Order 23-P3024. Motion passed unanimously.

Aye: 19 - Garcia, Dohring, Joseph, Alessio, Sedgley, Eisenberg, McKee-Cant, Lopez-Ortega, and Chouteau

Absent: 5 - Pedroza, Mohler, and Gregory

11.3 Vine Transit Update (Rebecca Schenck) (Pages 142-151)

Attachments: [Staff Report](#)

Information only/No action taken

12. CLOSED SESSION

Entered into Closed Session at 3:38pm.

**12.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1): Claim of Mark Pacini**

Motion passed unanimously to reject the claim of Mark Pacini.

13. FUTURE AGENDA ITEMS

None

14. ADJOURNMENT

Chair Alessio adjourned the meeting at 3:45pm.

Laura M. Sanderlin, *NVTA Board Secretary*



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Paratransit Coordinating Council (PCC) Member Appointment to the Napa Valley Transportation Authority (NVTA) Board of Directors

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board appoint Devereaux Smith as representative of the PCC as a non-voting member to the NVTA Board of Directors.

EXECUTIVE SUMMARY

In accordance with the Joint Powers Agreement for NVTA, the governing body includes one non-voting member to represent the PCC. The PCC annually nominates a member to serve on the NVTA Board. Devereaux Smith was nominated to represent the PCC on the NVTA Board for Calendar Year 2024.

FISCAL IMPACT

Is there a fiscal impact? No



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Paratransit Coordinating Council (PCC) Member Appointment to the Napa Valley Transportation Authority (NVTA) Board of Directors

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board appoint Devereaux Smith as representative of the PCC as a non-voting member to the NVTA Board of Directors.

COMMITTEE RECOMMENDATION

At a regular meeting on November 2, 2023, the PCC nominated Devereaux Smith to serve in the position of PCC representative on the NVTA Board.

BACKGROUND

The PCC was formed by NVTA to advise the Board on transportation issues, associated with the elderly and persons with disabilities. Ms. Smith was appointed to the PCC in September 2023 as a member representing a social service provider for seniors.

Per Section 4.3.1 of the Joint Powers Agreement for NVTA, the governing body shall be composed of 12 elected officials, each appointed by their member jurisdiction and one non-voting member appointed by the Board upon nomination by the PCC. The previous PCC representative was Tom Collette, whom the Board appointed at its May 17, 2023 meeting. Board approval will appoint Ms. Smith to represent the PCC representative on the NVTA Board.

ALTERNATIVES

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

STRATEGIC GOALS MET BY THIS PROPOSAL

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

A representative from the PCC serves on the Board in an advisory capacity to support the needs of special transportation interests including the elderly and persons with disabilities.

ATTACHMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Cover Memo

SUBJECT

Revised Passenger Code of Conduct

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board of Directors adopt a revised Passenger Code of Conduct (Chapter 9 of the NVTA Policies, Practices, and Procedures Manual), which would include expanded guidelines for riders on board transit vehicles and in transit facilities.

EXECUTIVE SUMMARY

The proposed revisions to the Passenger Code of Conduct are significant improvements to NVTA's current transit policies, which was last updated at the Meeting of the Board of Directors on October 23, 2019. The changes are meant to expand and improve upon the existing Code, to refine the language and expand on expectations for rider behavior and etiquette while riding Vine Transit.

More specifically, the revised Code covers fundamental rules for Vine Transit use; lists clear guidelines for using mobility and accessibility devices on board Vine Transit; details a list of prohibited activities on transit vehicles and in transit facilities; and provides enforcement procedures.

Following the October 18th, 2023 Meeting of the NVTA Board of Directors, staff incorporated suggested revisions to language regarding a) proper attire; and b) bicycle compatibility. These edits are redlined and included in Attachment 1.

FISCAL IMPACT

None



January 17, 2024
NVTA Agenda Item 10.3
Continued From: October 18th, 2023
Action Requested: APPROVAL

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Revised Passenger Code of Conduct

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board of Directors adopt a revised Passenger Code of Conduct (Chapter 9 of the NVTA Policies, Practices, and Procedures Manual), which would include expanded guidelines for riders on board transit vehicles and in transit facilities.

COMMITTEE RECOMMENDATION

None

BACKGROUND

At the April 18th, 2018 meeting of the NVTA Board of Directors, the current Transit Policies, Practices and Procedures Manual was adopted, including Chapter Nine “Passenger Code of Conduct.” On October 23rd, 2019, Chapter Nine, “Passenger Code of Conduct” was updated to include a rider suspension policy. The purpose of this update was to provide staff the ability to take action as appropriate to deter disruptive or dangerous behavior and, if necessary, restrict certain individuals from using the transit system. Now, NVTA staff recommend further amending the existing code of conduct, which remains somewhat vague and therefore, difficult to enforce.

NVTA staff brought a revised Passenger Code of Conduct to the October 18th, 2023, Meeting of the NVTA Board of Directors. After careful review, the Board suggested revisions be made in the interest of being more inclusive of the needs of Vine Transit riders. These edits were made in tracked changes and can be found in Attachment 1.

Concerns were raised over the following items:

1. Wear appropriate clothing that covers the body, including shirts, pants, and shoes.
2. Electric bicycles are permitted on the bike racks only if fall below the per wheel tray weight requirements listed below:
 - Wheel sizes from 20 inches to 29 inches, excluding tandems and recumbent bicycles;
 - Wheelbase dimension of up to 44 inches;
 - Tire widths up to 2.3 inches;
 - Less than 55 pounds.

These items were edited per the direction of the Board and reviewed with legal counsel:

1. Wear appropriate clothing that covers the body, regardless of the type, including shirt, pants, and shoes.
2. **Bikes on Buses:** Bicycles are permitted on buses with bike racks on a first-come, first-served basis. Bicyclists are responsible for loading and securing their bikes. Please wait for vehicle to come to complete stop before loading or unloading bicycle.

Bicycle Compatibility:

- Maximum Wheelbase: **48 inches**
- Maximum Tire Width: **3.2 inches**
- Wheel Size: **16" to 29"**
- Maximum Bicycle Rack Weight: **75 lbs**

ALTERNATIVES

The NVTA Board of Directors could choose to keep the existing Passenger Code of Conduct, Chapter 9 of the NVTA Policies, Practices, and Procedures manual, which staff deems insufficient to maintain the peace on NVTA equipment and facilities.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Disallowing violent or disruptive individuals from using the bus and NVTA facilities will make employees and members of the public more comfortable using NVTA services.

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

Disallowing violent or disruptive individuals from using the bus and NVTA facilities will help improve safety for employees and other members of the public.

ATTACHMENT(S)

1. Chapter Nine: “Passenger Code of Conduct” with Tracked Changes

CHAPTER 9 PASSENGER POLICIES

Section 9.1. Statement of Policy

NVTA is committed to providing a safe, enjoyable experience for all passengers.

Section 9.2. Passenger Code of Conduct

In order to ensure a high-quality public transit experience for the diverse community that utilizes Vine Transit services, NVTA requires passengers to be courteous and respectful to fellow riders and all staff. The Passenger Code of Conduct is designed to provide guidelines to promote the safety, security, comfort, and convenience of those who utilize Vine Transit services. Members of the public are expected to adhere to the following code of conduct:

Code of Conduct:

1. Wear appropriate clothing that covers the body, regardless of the type, including shirt, pants, and shoes.
2. Keep aisles and boarding/alighting areas free of obstructions.
3. Do not distract bus operator while vehicle is in motion.
4. Yield priority seating at the front of the bus to older adults and people with disabilities.
5. Eating is discouraged on board Vine Transit vehicles in order to maintain cleanliness for all passengers. Alcoholic beverages are **strictly prohibited** on board all transit vehicles and at all transit facilities.
6. Riders may bring luggage, shopping bags, or other non-hazardous material on the bus as long as the rider can easily handle and secure the items on or near their body and out of the aisle while the bus is in motion.

Mobility and Accessibility Restrictions:

7. **Bikes on Buses:** Bicycles are permitted on buses with bike racks on a first-come, first-served basis. Bicyclists are responsible for loading and securing their bikes. Please wait for vehicle to come to complete stop before loading or unloading bicycle.

Bicycle Compatibility:

- Maximum Wheelbase: 48 inches
- Maximum Tire Width: 3.2 inches
- Wheel Size: 16" to 29"
- Maximum Bicycle Rack Weight: 75 lbs

- 7.8. **Electric Bicycles on Buses:** Electric bicycles are permitted on the bike racks only if fall ~~below~~ within the ~~per wheel tray weight~~ bicycle compatibility requirements listed ~~below~~ above.

- ~~Wheel sizes from 20 inches to 29 inches, excluding tandems and recumbent bicycles~~

- ~~Wheelbase dimension of up to 44 inches~~
- ~~Tire widths up to 2.3 inches~~
- ~~Less than 55 pounds~~

8.9. Animals: No animals, except properly documented service animals are allowed on board. Service animals must ride at their owner's feet or on their lap. Animals are not permitted on seats. Non-service animals can be brought on board if they are in a secure cage.

Note: A service animal is defined by the ADA as any guide dog, signal dog, or other animal trained to aid an individual with a disability. If they meet this definition, animals are considered service animals under the ADA regardless of whether they have been licensed or certified by a state or local government. The service animal must stay on the floor of the vehicle and be always under control and well-behaved. Any service animal will be removed if they show signs of aggression or any other inappropriate behavior such as urinating or defecating on the vehicle.

9.10. Boarding by the Wheelchair Ramp: Passengers with mobility impairments have the right to board using the wheelchair ramp. Please inform bus operator if you prefer/require boarding bus using the wheelchair ramp.

10.11. Wheelchairs, Scooters, and Mobility Aids: All mobility devices are allowed on Vine Transit, provided they can be properly maneuvered and secured onto buses. Specific guidelines exist for VineGo vehicles with lifts.

11.12. Securing Mobility Devices: Wheelchairs and scooters must be properly secured before departure.

12.13. Walkers: Walkers must be secured inside the bus. Passengers with walkers may board using wheelchair ramp or lift, if desired. Bus operator should assist passengers with securing walkers before departure.

13.14. Oxygen Units: When boarding a bus with an oxygen cylinder, passengers should ensure that the cylinder is portable or properly secured in a holder on wheels. Larger oxygen cylinders should be attached firmly to a manual wheelchair to meet the guidelines for safe transportation.

Additionally, NVTA **prohibits** any activity that is illegal, unsafe, or contributes to a negative environment for passengers. The following are **prohibited** on all Vine Transit vehicles and at all transit facilities:

15. Smoking: NVTA strictly prohibits smoking on all vehicles and at all transit facilities. This no smoking rule applies to all tobacco and cannabis products, including the use of e-cigarettes and vaporizers.

16. Drinking: Alcoholic beverages are strictly forbidden on transit vehicles, at transit facilities, and transit stops.

17. **Illegal or Illicit Substances:** Possession or consumption of illegal substances is strictly prohibited on transit vehicles; at transit facilities; and transit stops.
18. **Weapons:** It is prohibited to carry or possess a weapon or other object that can be reasonably considered by staff to be a threat to safety.
19. **Entertainment Devices:** Listening to music, videos, or games without headphones or earbuds is not allowed on Vine buses. Please keep headphone volume respectable so as not to disturb bus operator and fellow riders. Please keep phone calls to a minimum. When on the phone, please use a quiet speaking voice so as not to disturb fellow riders. Using the “speaker” setting during phone conversations is prohibited.
20. **Littering:** All trash shall be placed in a designated trash receptacle on all vehicles and at all bus stops.
21. **Vandalism:** Causing damage in any way to NVRTA property is strictly prohibited. Prohibited actions include, but are not limited to, marking, etching, and cutting into NVRTA property.
22. **Obscene Language or Behavior:** Using language or actions that can be interpreted as abusive, threatening, or rude to fellow riders or transit staff is not allowed.
23. **Hazardous Materials:** Hazardous Materials are strictly prohibited on Vine buses. These include, but are not limited to, corrosive material, flammable items, vehicle batteries (including electric bike batteries), materials emitting noxious odors, human or animal waste, etc.
24. Any criminal conduct prohibited by the California Penal Code.

Section 9.2.1. Enforcement of the Code of Conduct

The Napa Valley Transportation Authority reserves the right to deny and/or suspend service to individuals who violate this code of conduct in accordance with the enforcement parameters outlined below. Vine Transit personnel are authorized to enforce this code of conduct upon witnessing behavior or actions that are in violation of this code of conduct. The Executive Director and Program Manager - Public Transit are authorized to make decisions about suspension of service subject to the individual's right to appeal. The Executive Director or Program Manager-Public Transit shall make such decisions in accordance with the guidelines provided.

A. Enforcement Onboard Vehicles and In Transit Facilities

Passengers are expected to always comply with Vine Transit personnel's instructions. Vine Transit personnel are authorized to enforce the Code of Conduct and may decline

service to individuals engaging in prohibited actions. Upon observing a violation, Vine Transit personnel may take the following steps:

- Advise the offending passenger that engaging in prohibited actions could lead to their removal from the bus and/or future denial of service.
- Halt the vehicle until the misconduct ceases, the passenger causing the issue is removed from the bus, or law enforcement arrives to assist in their removal. If a passenger is removed from the bus, their bus fare shall be forfeited.
- Refuse entry to the passenger if the prohibited behavior occurs before they board (e.g., at the bus stop or if the passenger is under a current suspension).
- Report the passenger's conduct to the police.

Bus operators are required to report any violation of this Code of Conduct resulting in a refusal of service or the need for law enforcement assistance to their supervisor.

All Vine Transit vehicles are equipped with cameras which continually record activity in and around the bus during operating hours. Recordings can therefore be reviewed by appropriate personnel and/or law enforcement in order to accurately determine details of all activities in question.

B. Administrative Action by Napa Valley Transportation Authority

Napa Valley Transportation Authority staff shall review all reports by Vine Transit personnel or passengers relating to complaints of conduct in violation of this code. Upon such review, NVTa staff may at its sole discretion:

- Contact passenger accused of violating the Code of Conduct to notify them of the violation and discuss expectations for future conduct on Vine Transit vehicles and property.
- Issue an official warning letter or notification.
- Suspend future riding privileges for a definite or indefinite period, as defined in "Suspension of Service."
- Notify local law enforcement agency and pursue appropriate legal or administrative remedy.
- Determine that no further action is required.

C. Suspension of Service

Napa Valley Transportation Authority reserves the right to suspend service (for a definite or indefinite period) to individuals who violate this code of conduct. The Executive Director

and Program Manager – Public Transit are authorized to make decisions about suspension of service subject to the individual's right of appeal as described below.

Except in cases in which immediate suspension is required to preserve public safety, prior to proceeding with suspending the individual's access to transit vehicles and/or facilities, NVTa staff shall make a reasonable effort to contact the violator verbally and in writing to provide a warning that their conduct, if continued, will result in suspension. Warning and suspension communications will be delivered in a format that is language-appropriate and accessible to the violator. These communications will be deemed received on the date of personal delivery or three days after the warning or suspension letter is mailed.

D. Due Process – Appeal of Suspension Action

Riders may appeal warnings or suspensions. An appeal can be made in writing within 60 days of the incident in question. Written appeals should be mailed to:

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559

Riders may file an appeal in person at the Soscot Gateway Transit Center (address above) or by calling the main administrative line at (707) 259-8631. Riders may also submit their requests for an appeal through the Vine "Contact Us" portal on the vinetransit.com.

Appeals shall be reviewed and considered by the Executive Director and the residing Chair of the Napa Valley Transportation Authority Board of Directors. A joint decision on maintaining the ban or removing it will be given within ten (10) days of receipt.

NVTa is committed to providing a safe, enjoyable experience for all passengers.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment to the Cultural Resources Monitoring and Treatment Agreement for the St. Helena to Calistoga Napa Valley Vine Trail Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 4 with Middletown Rancheria Agreement No. 22-C10 for Cultural Resources Monitoring and Treatment Services (Attachment 1) in an amount not to exceed \$50,600 which brings the total contract amount to \$297,600.

EXECUTIVE SUMMARY

NVRTA staff is managing and delivering the St. Helena to Calistoga Napa Valley Vine Trail Project, but additional oversight and expertise is required for cultural and resource monitoring and treatment. Middletown Rancheria's ongoing observation of archaeological findings in the project area, along with planned soil disturbance activities in 2024, necessitates a contract amendment to increase the contract value, ensuring sufficient coverage for unforeseen costs and monitoring requirements.

FISCAL IMPACT

Yes. The additional \$50,600 in monitoring costs will come out of the project's construction contingency budget. NVRTA staff continues to monitor costs to minimize impacts to the partnering agencies. Staff is also tracking costs incurred because of PGE's gas main replacement project and will pursue recovering some of those costs by submitting reimbursement requests to PGE, to defray projected shortfalls.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager – Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: Amendment to Cultural Resources Monitoring and Treatment Agreement for the St Helena to Calistoga Napa Valley Vine Trail Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Amendment No. 4 with Middletown Rancheria Agreement No. 22-C10 for Cultural Resources Monitoring and Treatment Services (Attachment 1) in an amount not to exceed \$50,600 which brings the total contract amount to \$297,600.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Since original contract authorization, the Board approved three contract amendments totaling \$202,385. These additional costs result from delayed and inefficient construction progress associated with unidentified underground utility conflicts and new archaeologically significant discoveries throughout the project area as well as monitoring associated with gas main potholing activities ordered by PGE.

As long as excavation occurs, Middletown Rancheria will continue to observe and catalog new archaeological discoveries in the southern reaches of the project from Bothe Napa Valley State Park to Pratt Ave in St. Helena. With each new finding, Middletown has an obligation to log artifacts and record the areas according to their tribal historic preservation program.

Work to track new finding areas and expand existing environmentally sensitive areas has resulted in additional costs that were not anticipated by previous amendments. Furthermore, while project excavation activities are near completion, native soil disturbance activities within the project area are still planned for the winter and spring of 2024.

To ensure adequate monitoring of the affected areas, staff is recommending a contract amendment to Middleton Rancheria to increase the contract value by \$50,600. This amendment will bring the total contract amount to \$297,600.

ALTERNATIVES

Not amending the Cultural Resources Monitoring and Treatment Agreement with Middletown Rancheria will end the Native American onsite monitoring for ground disturbances. This will result in non-compliance with permit requirements and indefinitely stall the project.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The construction of the Napa Valley Vine Trail Calistoga to St. Helena segment will reduce greenhouse gas emissions by providing an alternative form of transportation.

Goal 3: Use taxpayer dollars efficiently.

Continuing to use Middletown Rancheria as a consultant is more economically viable than hiring full time employees with the qualifications needed to perform cultural resource monitoring.

ATTACHMENTS

- (1) Amendment No. 4 Cultural Resources Monitoring and Treatment Agreement No. 22-C10 Middletown Rancheria

FOURTH AMENDMENT TO CULTURAL RESOURCES MONITORING AND TREATMENT AGREEMENT

THIS FOURTH AMENDMENT TO THE CULTURAL RESOURCES TREATMENT AND MONITORING AGREEMENT herein after referred to as “Agreement” is made and entered into as of _____, 2024, between the Middletown Rancheria of Pomo Indians of California, a sovereign government and federally recognized Indian tribe (“Tribe”), and Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as “NVTa” (each a “Party” and collectively the “Parties”);

RECITALS

WHEREAS, in June 2022 the NVTa entered into Agreement with the Tribe to protect its Cultural Resources by monitoring the grading and ground disturbance activities during the construction of the Napa Valley Vine Trail project, St Helena to Calistoga, hereinafter referred to as “Project”;

WHEREAS, in November 2022 NVTa issued the First Amendment approving additional monitoring performance services and hours to be performed by the Tribe due to unforeseen ground disturbance activities which resulted in bringing the total baseline amount of the Agreement to \$104,000;

WHEREAS, in September 2023 NVTa issued the Second Amendment for continued monitoring services and hours to be performed by the Tribe which resulted in the new baseline total amount of \$175,500;

WHEREAS, in October 2023 NVTa issued the Third Amendment for continued ground disturbing monitoring services during the construction of the Napa Valley Vine Trail – St Helena to Calistoga Project which resulted in the baseline amount to increase to a total amount of \$247,000;

WHEREAS, the Tribe requires to perform continued ground disturbing monitoring services during the construction and earth moving phase of the Project; and

WHEREAS, the NVTa agrees to authorize the additional funding in the amount of \$50,600 for continued monitoring services and estimated hours to be performed by the as summarized in Exhibit D-4 attached.

TERMS

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Item 5 Baseline Compensation Rates (Exhibit D-4) of the Agreement for the total amount of \$247,000 is amended to include the estimated additional hours funding in the amount of \$50,600 (Exhibit D-4) to correct the cost estimate of remaining monitoring service hours and adjust the budget, bringing the total baseline amount of the Agreement to \$297,600.
2. Except as set forth above, the terms and conditions of the Agreement, as amended in the Fourth Amendment, shall remain in full force and effect as previously approved.

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

NAPA VALLEY TRANSPORTATION
AUTHORITY

MIDDLETOWN RANCHERIA

By _____
Kate Miller, Executive Director

By _____
Larry Galupe, Vice-Chairman

EXHIBIT D-4

Amendment 4 Cost Proposal										
		Labor							Other Indirect Costs	TOTAL FEE
TASKS	Project Manager	Native American Ethnographer/ Archaeologist, or Cultural Advisor	Project Coordinator	Field Operations Coordinator	Lead Cultural Resources Monitor	Native American Monitor	GIS/Data Analyst	Administration/ Accounting		
Hourly Rates	\$200.00	\$150.00	\$125.00	\$125.00	\$95.00	\$95.00	\$100.00	\$50.00		
1. Project Kickoff Meeting										\$0.00
2. Monitoring Ground Disturbance	10					400	40	20		\$45,000.00
3. Mileage (1)									\$1,000	\$1,000.00
4. Discovery of Human Remains and Cultural Resources (2)										\$0.00
SUBTOTAL										\$46,000.00
10% CONTINGENCY										\$4,600.00
TOTAL										\$50,600.00
Footnotes										
(1) 0.58.5 effective January 1, 2022, but subject to change										
(2) An amendment will be made for the additional hours required for the discovery of Human Remains and and/or cultural resources										



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment to Agreement No. 17-15 with Kimley Horn and Associates (KHA) for Vine Bus Maintenance Facility Architectural and Engineering Design Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment No. 8 to agreement No. 17-15 with Kimley Horn and Associates which would amend the contract scope and fee to provide supplemental geotechnical engineering for the photovoltaic canopies and structural anchorage calculations for equipment in the Vine Bus Maintenance Facility in an amount not to exceed \$25,500.

EXECUTIVE SUMMARY

Structural anchorage calculations for equipment at NVTA's new Bus Maintenance Facility are essential for compliance with the County Building Department's standards and ensuring equipment stability during seismic events. Originally assigned to the prime contractor, Alten Construction, challenges in securing a structural engineer prompted NVTA staff to engage Kimley Horn and Associates (KHA) to expedite the calculations, resulting in an additional cost. Alten Construction will credit NVTA \$20,000 for this, implemented through a deductive contract change order. Additionally, KHA's geotechnical report, initially created during project design, requires updates so Energy 127 can permit and construct the photovoltaic system. To cover the costs, Energy 127 will provide a \$5,500 credit to NVTA, facilitated through a deductive contract change order. These arrangements aim to ensure timely approvals, meet regulatory standards, and maintain construction progress at the Bus Maintenance Facility.

FISCAL IMPACT

The cost to obtain structural calculations and an updated geotechnical report for the Vine Bus Maintenance Facility is \$25,500 and will be funded with the project construction contingency budget and ultimately reimbursed through deductive change order from NVTA contractors. No new funding is requested under this action.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Grant Bailey, Program Manager - Engineer
(707) 259-5951/ Email: gbailey@nvta.ca.gov

SUBJECT: Amendment to Agreement No. 17-15 with Kimley Horn and Associates (KHA) for Vine Bus Maintenance Facility Architectural and Engineering Design Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment No. 8 to agreement No. 17-15 with Kimley Horn and Associates which would amend the contract scope and fee to provide supplemental geotechnical engineering for the photovoltaic canopies and structural anchorage calculations for equipment in the Vine Bus Maintenance Facility in an amount not to exceed \$25,500.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Structural anchorage calculations for the equipment in NVTA's new Bus Maintenance Facility are essential to meet the County Building Department's requirements, ensuring the secure anchoring of all equipment, and preventing displacement during seismic events. Originally, the construction contract assigned responsibility for providing these calculations to the prime contractor, Alten Construction, as part of their scope of work for constructing the facility. This approach is common, as prime contractors usually possess the necessary knowledge about the equipment they source, including details like weight and dimensions.

However, Alten Construction encountered difficulties in securing a structural engineer willing to perform these calculations promptly. To expedite the process and avoid any delays in obtaining building permits and occupancy approvals, NVTA staff reached out to

the project design consultant, Kimley Horn and Associates (KHA), requesting they deliver the required structural calculations. KHA agreed to offer these additional services within the scope of their Design Services During Construction for an additional cost. Alten Construction will provide a \$20,000 credit to NVTA for this work in the form of a deductive contract change order.

Similarly, Kimley Horn generated a geotechnical report for the Bus Maintenance Facility during project design and NVTA's photovoltaic (PV) system operator, Energy 127, plans to use the report to design the PV system structure. However, it is necessary to update the report to provide current geotechnical design parameters including updated California Building Code requirements and recommendations for a drilled shaft structure. Energy 127 has agreed to provide a \$5,500 credit to NVTA for this work in the form a deductive contract change order.

ALTERNATIVES

1. The NVTA Board could chose to not approve Amendment No. 8 but this would likely delay approvals for final building occupancy and PV system construction while Alten and Energy 127 source other another engineering firm to provide these services.
2. NVTA staff could explore the possibility of securing structural and geotechnical engineering services through an independent consultant. However, this alternative would also likely result in delays in obtaining approvals for building occupancy and PV system construction and increased costs compared to KHA's services, given that another consultant may have limited familiarity with the project.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Sourcing structural anchorage calculations and additional geotechnical services through the original project design team streamlines the work and ensures the best value since the team is already familiar with the project.

ATTACHMENT

- (1) Amendment No. 8 to Agreement No. 17-15 with Kimley Horn and Associates

**EIGHTH AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY (“NVTA”)
AGREEMENT NO. 17-15**

THIS SEVENTH AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY (“NVTA”) AGREEMENT NO. 17-15 hereinafter referred to as “SEVENTH Amendment” is made and entered into as of this _____, 2023, between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as “NVTA”), and Kimley-Horn and Associates, Inc. whose mailing address is 555 Capitol Mall, Suite 300, Sacramento, CA 95814, hereinafter referred to as “CONTRACTOR”;

RECITALS

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

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

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

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

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

WHEREAS, the Fifth Amendment to Agreement No. 17-15 (“Fifth Amendment”) dated April 20, 2022 amended Section 2, Scope of Services, to include Building Commissioning, and Section 3 Compensation, of the Agreement to increase the compensation an additional \$52,500 with the Agreement compensation total not to exceed \$2,700,297;

WHEREAS, the Sixth Amendment to Agreement No. 17-15 (“Sixth Amendment”) dated June 15, 2022, amended Section 2, Scope of Services, to include additional design services for the driveway expansion, communications, and audiovisual systems; and Section 3, Compensation, of the Agreement to increase the compensation an additional \$137,000 with the Agreement compensation total not to exceed \$2,837,597;

WHEREAS, the Seventh Amendment to Agreement No. 17-15 (“Seventh Amendment”) dated April 19, 2023, amended Section 2, Scope of Services, to include additional design services in preparation of plat and legal documents for utilities and PV solar system, and a design bulletin to support the maintenance and repair of Hydrogen FCEBs; and Section 3, Compensation, of the Agreement to increase the compensation an additional \$146,000 with the Agreement compensation total not to exceed \$2,983,597; and

WHEREAS, NVTa wishes to amend Section 2, Scope of Services, and Section 3, Compensation, of the Agreement to reflect additional services to provide supplemental geotechnical engineering for the PV solar system canopies and structural anchorage calculations for equipment; and to amend Section 3 to increase the budget for the additional services through to completion of the Vine Bus Maintenance Facility construction.

WHEREAS, CONTRACTOR is able to provide additional services to NVTa in the amount of \$25,500.

TERMS

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

1. Section 2, Scope of Service, is amended to include additional services as described in EXHIBIT A-8 attached hereto to the Amendment. The Scope of Services in EXHIBIT A attached to the Agreement remain unchanged.
2. Section 3, Compensation, is amended to include the additional rates for the additional services at the rate set forth in EXHIBIT B-8 attached hereto the Amendment. The Compensation as described in EXHIBIT B to the Agreement otherwise remains unchanged.

The maximum payments under the Agreement, together with the Amendment, shall be a total of **\$ 3,009,097** for professional services and expenses, provided however, that such amounts shall be based upon services actually rendered.

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

[SIGNATURES ON NEXT PAGE]

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

"NVRTA"
Napa Valley Transportation Authority

"CONTRACTOR"
Kimley-Horn and Associates, Inc.

By _____
KATE MILLER, Executive Director

By _____
PETER MEYERHOFER, P.E.
Vice President

APPROVED AS TO FORM:

By _____
Osman Mufti
Sloan Sakai Yeung & Wong LLP
NVRTA General Counsel

EXHIBIT A-8

SCOPE OF WORK

Transit Maintenance Facility – Design Services During Construction (DSDC), Anchorage Calculations, and Geotechnical Design Services

- I. GENERAL.** NVTA requires CONTRACTOR to perform supplemental geotechnical engineering for the PV solar system canopies and structural anchorage calculations in the existing Design Services during Construction (DSDC).
- II. SCOPE OF WORK.** The following work description details the effort to be performed by the CONTRACTOR.
 1. CONTRACTOR shall prepare and provide additional structural anchorage calculations in DSDC to be in compliance and obtain necessary permit from the Napa County Building Department.
 2. CONTRACTOR shall prepare and provide geotechnical design parameters for the PV-EV project. The supplemental recommendations shall include the following:
 - Seismic design values per current California Building Code (CBC) 2022.
 - Drilled shaft recommendations, including allowable skin friction for uplift loading and the depth of topsoil to ignore if deemed needed.
 - Prepare a Supplemental Geotechnical Design Memorandum to summarize the relevant recommendations. Recommendations will be developed based on available boring data presented in the Geotechnical Engineering Report, dated April 6, 2018. This supplemental task consists of engineering analyses and memorandum preparation.

III. COST.

- a. CONTRACTOR agrees to prepare the additional design services for \$20,000.
- b. CONTRACTOR agrees to provide the Supplemental Geotechnical Report for \$5,500.

EXHIBIT B-8

COST SUMMARY SHEET

DESCRIPTION		AMOUNT
Agreement	PS&E Design of Transit Facility	\$2,590,275
Amendment No. 1	Term Extension	\$ - 0 -
Amendment No. 2	Redesign power supply plan and modify construction documents	\$ 19,622
Amendment No. 3	Term Extension	\$ - 0 -
Amendment No. 4	Redesign of property, facility and roof structure	\$ 37,900
Amendment No. 5	Building Commissioning	\$ 52,500
Amendment No. 6	Driveway Expansion and Communications System Design Services	\$ 137,300
Amendment No. 7	Plat and Legal Preparation, Design Services during Construction (DSDC) – PV Infrastructure & Utilities, and Hydrogen FCEB Retrofit design services	\$ 146,000
Amendment No. 8	Additional DSDC Anchorage Calculations & Supplemental Geotechnical Report	\$ 25,500
NEW TOTAL AMOUNT NOT TO EXCEED		\$3,009,097

*The maximum payment amount of not to exceed **\$3,009,097** shall not be construed as guaranteed sums and compensation shall be based upon services actually rendered.*



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Notice of Completion for the Imola Park & Ride Improvements Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director or designee to: 1) file of a Notice of Completion (Attachment 1) with the Recorder-County Clerk; and 2) release of contract retention for NVTA Contract No. 21-19 Imola Park & Ride Improvements project pending the fulfillment of all terms of the agreement.

EXECUTIVE SUMMARY

The Imola Park and Ride is in service. The contract was awarded to OC Jones & Sons by the NVTA Board on August 18, 2021 and the project commenced on October 7, 2021, concluding with all punch list work completed on December 12, 2023. The original construction contract value was \$2,174,698, and the final cost is \$2,639,981. The cost increase includes remediation for unsuitable subgrade, modifications to electrical infrastructure, safety features and bike lane improvements not originally envisioned in the contract. The electrical upgrades and safety improvements were required by Caltrans. NVTA staff retained 5% of progress payments, following standard contract administration practice, and seeks authorization to release these funds after a mandatory 35-day lien filing period. There are no known contract disputes or non-payment issues.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager - Engineer
(707) 259-5951/ Email: gbailey@nvta.ca.gov
SUBJECT: Notice of Completion for the Imola Park & Ride Improvements Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director or designee to: 1) file a Notice of Completion (Attachment 1) with the Recorder-County Clerk and 2) release the contract retention for NVTA Contract No. 21-19 Imola Park & Ride Improvements project pending the fulfillment of all terms of the agreement.

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COMMITTEE RECOMMENDATION

None

BACKGROUND

The project consisted of the construction of bus stops on the southbound SR-29 on-ramp and northbound SR-29 off-ramp at Imola Ave to provide more efficient boarding and alighting on NVTA's Express Bus service, including Route 29. The Caltrans-owned park and ride was repaved and striped with added connections for pedestrians and cyclists between the park and ride lot and bus shelters. This project also included installation of electrical infrastructure for the build out of up to twenty (20) electric vehicle charging stations.

The NVTA Board awarded the project to OC Jones & Sons on August 18th, 2021. On October 7, 2021 NVTA issued the Notice to Proceed and project work began. Work completed on September 29, 2022 which initiated punch list inspections with NVTA and Caltrans staff. On December 12, 2023 all punch list items were completed by the contractor and deemed satisfactory by project management staff. The original construction contract value for this project was \$2,174,698. The final construction cost is

\$2,639,981. The cost increases includes adding bike line striping on eastbound Imola Avenue, remediation of unsuitable subgrade encountered at various locations throughout the site, and modifications to existing electrical infrastructure and additional safety features not contemplated in the original contract but required by Caltrans prior to project acceptance. The most significant cost increase resulted from the addition of electric vehicle charging infrastructure to the contract as the existing electrical infrastructure was insufficient, which could not have been detected in the design phase without disrupting the existing infrastructure. The total project cost including preconstruction and design activities, is \$3,869,949.

In accordance with standard public works contract administration practice, NVTa retained 5% of all contract progress payments. Retention funds are retained so that in the event of a contract dispute or non-payment by the prime contractor to other contract parties, NVTa can resolve these issues with retention funding. The total retention amount is \$131,999 plus interest. As there are no known contract disputes or non-payment issues, staff is also requesting authorization to release retained contract funds following a mandatory 35-day lien filing period initiated by filing the NOC with the County Clerk.

ALTERNATIVES

NVTa is contractually obligated to release the retention after the filing of the NOC and waiting the mandatory lien filing period.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Filing a NOC with the County Clerk provides public notification of project completion to all contract parties to ensure there are no outstanding issues prior to releasing the contract retention funds.

ATTACHMENT

(1) Notice of Completion

WHEN RECORDED PLEASE RETURN TO:

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

Exempt from Recording Fees: Gov. Code 27383

NOTICE OF COMPLETION

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

1. That the reconstruction of the Imola Park and Ride with addition of bus stops on the southbound SR-29 on-ramp and northbound SR-29 off-ramp at Imola Ave, located within the public right-of-way between SR-29, Golden Gate Ave, and Imola Ave in the City of Napa, was completed on December 12, 2023.

2. That the Imola Park and Ride is owned by the State of California Department of Transportation (Caltrans) and the Napa Valley Transportation Authority has authorization to operate the park and ride in accordance with Caltrans Maintenance Agreement TR04-22-EL01. The address for each owner/operator is as follows:

Caltrans
111 Grand Ave
Oakland, CA 94612

Napa Valley Transportation Authority
625 Burnell St
Napa, CA 94559

3. That the nature of the title of the stated owners in paragraph 2 is: In fee.

4. That the Napa Valley Transportation Authority, as agent for all the owners, made and executed a contract titled "Imola Park and Ride Improvements, NVTA Contract No. 21-19." with OC Jones & Sons, Inc. (whose address is 1520 Fourth St, Berkeley, CA 94710) (Contractor), bearing the date of September 20, 2021, for the construction of the Imola Park and Ride Improvements, which has now been completed by the Contractor.

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

IN WITNESS WHEREOF, pursuant to approval granted by its Board of Directors at a meeting of the Board convened and held on the 17th day of January 2024, authorizing and directing the execution of this instrument, the Authority has caused this notice to be executed, authenticated by the signature of the Chair of the Board of Directors, and attested by the signature of its Clerk this 17th day of January 2024.

State of California Department of Transportation

Owner

Owner's Agent: Napa Valley Transportation Authority

By: _____
Liz Alessio, Chair of the Board of Directors

ATTEST: LAURA SANDERLIN
NVTB Board Secretary

By: _____

DECLARATION

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

Executed on _____ at Napa, California.

Liz Alessio, Chair of the Board of Directors of the Napa Valley
Transportation Authority

Laura Sanderlin, NVTa Board Secretary

State of California)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

<p>Approved by the NVTa</p> <p>Date: _____</p> <p>Processed by:</p> <p>_____</p> <p>NVTa Board Secretary</p>

<p>APPROVED AS TO FORM</p> <p>Legal Counsel</p> <p>By: _____</p> <p>Date: _____</p>



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment No. 1 to Agreement 23-C13 with EMC Research Inc for Polling Services Associated with the Proposed Replacement Sales Tax Measure - the Napa Valley Transportation Improvement Act

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Amendment No. 1 to agreement No. 23-C13 with EMC Research which would amend the contract scope to conduct a second poll for the proposed replacement sales tax Measure for an amount not to exceed \$45,500.

EXECUTIVE SUMMARY

During the NVTA-TA meeting held on July 19, 2023, EMC Research unveiled the findings of their polling efforts for a proposed ½ cent sales tax for transportation—a measure intended to replace Measure T. The Board directed staff to work with the NVTA-TA member jurisdictions and committees to develop an Expenditure Plan in preparation for a November 2024 Ballot Measure.

When the poll was conducted in June, support for a replacement measure was 77% - a strong indicator of voter support. Since the last poll, several new factors have emerged which could sway voter opinion for the proposed measure that were not tested in the original poll. Also, as the election gets closer, voter sentiment may waiver based on external events such as economic changes, a shifting political landscape and other tax or bond measures that are likely to be on the ballot. A second poll is necessary to understand whether the current approach is still feasible.

FISCAL IMPACT

Yes. Conducting a second poll will be \$45,500. The new contract amount with the amendment will be \$94,000. The funding source is the 1% admin chargeback for overseeing the NVTA-TA.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: anonorato@nvta.ca.gov

SUBJECT: Amendment No. 1 to Agreement 23-C13 with EMC Research Inc for Polling Services Associated with the Proposed Replacement Sales Tax Measure- the Napa Valley Transportation Improvement Act

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Amendment No. 1 to agreement No. 23-C13 with EMC Research which would amend the contract scope to conduct a second poll for the proposed replacement sales tax Measure for an amount not to exceed \$45,500.

COMMITTEE RECOMMENDATION

None

BACKGROUND

EMC Research presented the finding of the first poll at the July NVRTA-TA Board Meeting. Based on the positive poll results, the NVRTA Board directed staff to work with the JPA partners on a replacement transportation measure and expenditure plan. Working with Sales Tax Measure steering committees, staff drafted proposed ordinance language that would replace Measure T—the Napa Countywide Road Maintenance Act enacted in 2012.

It is customary to poll closer to elections and new information about the economy, and other potential tax and bond measures has emerged since the prior poll was conducted that could influence voters. If approved, a second poll would move forward after the March primary election.

In June, poll respondents expressed optimism about the trajectory of Napa County and exhibited widespread support for a replacement measure. A subsequent poll that would include more up to date political and economic consideration could reaffirm those initial

sentiments or unveil new perspectives among voters regarding the replacement measure and inform NVTA staff and its partners on potential structural changes to the current Ordinance/Expenditure proposal.

A second poll is deemed necessary for several reasons:

Changing Circumstances: Since the initial poll conducted in June, there are changing developments that are likely to influence public opinion, such as potential inclusion of local and regional sales tax measures that were not factored into the previous poll.

Dynamic Nature of Public Opinion: Public sentiment can be fluid, and it's essential to gauge any shifts or evolutions in attitudes over time. A second poll allows for an updated understanding of how likely voters currently perceive the direction of Napa County and their support for a replacement measure.

Verification of Initial Findings: While the first poll indicated positive views and broad support, a second poll provides an opportunity to validate or challenge those initial findings. This verification is crucial for ensuring the accuracy and reliability of the data, especially in a dynamic political and social landscape.

Informed Decision-Making: As the development of a new transportation measure progresses, having current and accurate data is vital for making informed decisions. A second poll contributes valuable insights that can guide policymakers and stakeholders in refining their strategies and proposals based on the most up-to-date public sentiment. In summary, the need for a second poll arises from the desire to adapt to changing circumstances, understand evolving public opinions, verify initial findings, and inform decision-making in the ongoing process of developing and proposing a replacement transportation measure.

ALTERNATIVES

The Board could decide not to approve moving forward with a second poll, however refraining from conducting a new poll could result in misguiding how to frame the Measure and message moving forward.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently. Conducting a second poll will provide valuable information that is current to determine if the new proposed Measure should be placed on the November ballot, or if the Agency should take a different approach.

ATTACHMENT

(1) Amendment No. 1 with EMC Research Inc.



**FIRST AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA")
AGREEMENT NO. 23-C13**

THIS FIRST AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVRTA") AGREEMENT NO. 23-C13 herein after referred to as "Amendment" is made and entered into as of the _____, 2024, between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVRTA"), and EMC Research, Inc., whose mailing address is 2001 Broadway, Suite 110, Oakland, CA 94612, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, in April 2023 NVRTA entered into Agreement No. 23-C13 with CONTRACTOR to obtain specialized services to assist with the coordination of a transportation ballot measure and survey services in preparation of the forthcoming November 2024 election; and

WHEREAS, the NVRTA wishes to obtain additional specialized survey services in support of a new proposed measure; and

WHEREAS, the CONTRACTOR is able to perform the required services to NVRTA in the amount of \$47,000.

TERMS

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

1. Section 2, Scope of Services, is amended to include additional survey services as described in EXHIBIT A-1 attached hereto to the Amendment. The Scope of Services in EXHIBIT A attached to the Agreement remain unchanged.
2. Section 3, Compensation, the maximum payment amount under the Agreement, together with the First Amendment, shall be a **total of \$94,000** for professional services and expenses, provided however, that such amounts shall be based upon services actually rendered. The compensation rates described EXHIBIT B of the Agreement remain unchanged.

Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

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

“NVTA”

“CONTRACTOR”
EMC Research, Inc.

By _____
KATE MILLER, Executive Director

By _____
SARA LaBATT, Senior Principal

Approved as to Form:

By _____
NVTA General Counsel

EXHIBIT A-1

SCOPE OF WORK

I. GENERAL

In June of 2023, CONTRACTOR conducted a survey to evaluate the opinions of voters in Napa County to aid in determining the feasibility of renewing the Measure T sales tax measure on the November 2024 ballot. This scope outlines a tracking survey to gauge if and how attitudes have changed on this issue since June, and to measure the potential impact of a potential city sales tax measure that may share the ballot in the City of Napa. In addition to conducting the survey, CONTRACTOR will work with the NVTa and its consultants to provide research-based recommendations on outreach, timing and other tactical decisions.

The survey would be designed to provide the NVTa with:

- A representative overview of County voters
- Ratings and current perceptions of the NVTa
- An assessment of the likelihood of success of a proposed ballot measure
- Suggested information for public education and community outreach

II. SCOPE OF WORK

CONTRACTOR will provide at minimum the following services in support of this project:

- Develop the final research design in consultation with the NVTa;
- Design a survey questionnaire in consultation with the NVTa;
- Translate the survey questionnaire into Spanish for all platforms;
- Collect survey data through interviews conducted by telephone on landlines and cell phones from a central telephone bank, supervised by an on-duty supervisor;
- Adapt the questionnaire for online application; program and host the survey using professional survey software; manage the deployment of survey invitations via email and text; and collect survey responses online;
- Monitor data collection daily to ensure the process is going according to plan, and adjust strategies as needed to ensure a representative sample of County voters;
- Tabulate, code, clean, and weight the survey data;

- Perform in-depth analysis of the data;
- Produce cross-tabulations of voter responses based on key demographic information;
- Prepare a report of results with charts, analysis, and recommendations;
- Present results and analysis as needed; and,
- Be available for consultation on findings.

III. PROJECT TIMELINE

Week of 2/5	Project kick-off meeting; review past research and other background materials; identify key project goals and relevant tracking questions
Week of 2/12	Submit draft questionnaire and sampling plan
Week of 2/19	Conference call(s) as necessary to review and edit the draft questionnaire and sample plan; submit revised drafts as needed
Week of 2/26	Finalize sample plan and questionnaire
Week of 3/4	Program survey; obtain survey sample; <i>California primary election 3/5</i>
Weeks of 3/11 & 3/18	Data collection period; clean & weight survey data
Week of 3/25	Deliver draft survey topline
Week of 4/1	Deliver draft presentation of results and crosstabs; hold review call with NVTa staff and consultant team
Week of 4/8	Finalize presentation of results for presentation to NVTa Board
Wednesday, April 17	Deliver final presentation of results to NVTa Board
Ongoing	Additional presentations, memos, summaries, or other discussions as requested; consultation and advice for as long as the research is used



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Agreements for Project Approval and Environmental Document Phase Work associated with the American Canyon State Route 29 Corridor Improvement Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to negotiate, execute, and make minor modifications to 1) Work Order No. E-01 (Attachment 1) to NVTA Agreement No. 23-OCE08 with Kimley Horn and Associates for architectural and engineering services and 2) Cooperative Agreement 04-2957 with Caltrans for Project Approval & Environmental Document phase services associated with the American Canyon State Route 29 Corridor Improvement Project in an amount not to exceed \$4,683,632.

EXECUTIVE SUMMARY

In May 2020, NVTA completed the State Route (SR) 29 Comprehensive Multimodal Corridor Plan. Subsequently, a Project Study Report on the SR-29 corridor in American Canyon between Napa Junction and American Canyon Road was initiated. The report detailed two project alternatives that include enhancements such as transit operational and passenger amenity improvements, bike and pedestrian facilities, aesthetic enhancements, improved signal infrastructure and roundabouts. The forthcoming Project Approval and Environmental Document (PA&ED) phase will refine these alternatives, selecting a preferred option and producing vital project deliverables. Staff recommends the Board authorize NVTA's Executive Director to engage Kimley-Horn & Associates for PA&ED phase engineering services and Caltrans for PA&ED phase oversight services, ensuring continued progress on this critical corridor project.

FISCAL IMPACT

Yes. Funding for this project phase was previously approved by the Board and consists of federal, state and local funding from the One Bay Area Grant Cycle 3 (OBAG3) program and funds committed to the City of American Canyon by Caltrans. A five percent (5%) contingency will be added to the Kimley-Horn contract to allow for some minor changes to the contract scope.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Grant Bailey, Program Manager - Engineer
(707) 259-5951 / Email: gbailey@nvta.ca.gov
SUBJECT: Agreements for Project Approval and Environmental Document Phase Work associated with the American Canyon State Route 29 Corridor Improvement Project

RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to negotiate, execute, and make minor modifications to 1) Work Order No. E-01 (Attachment 1) to NVTA Agreement No. 23-OCE08 with Kimley Horn and Associates for architectural and engineering services and 2) Cooperative Agreement 04-2957 with Caltrans for Project Approval & Environmental Document phase services associated with the American Canyon State Route 29 Corridor Improvement Project in an amount not to exceed \$4,683,632.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In May 2020, NVTA concluded the State Route (SR) 29 Comprehensive Multimodal Corridor Plan, an update to the SR 29 Gateway Corridor Improvement Plan. This revision aligned the corridor planning process with the funding requirements outlined in SB 1, meeting the Comprehensive Multimodal Corridor Plan (CMCP) guidelines established by the California Transportation Commission in December 2018.

Following completion of the CMCP update, staff moved forward with work to complete a Project Study Report – Project Development Support (PSR-PSD), also referred to as the project initiation document (PID), focusing on a segment of the SR-29 corridor in American Canyon between Napa Junction Road and American Canyon Road. The PID

adhered to Caltrans' Project Development Procedures Manual, evaluating high-level project alternatives, defining scope, cost, and schedule for each option.

In February 2023, Caltrans and NVTa finalized the PID, identifying three alternatives, two build and one no-build. The build alternatives propose the following improvements:

- Alternative 1: Enhancements to existing intersection signal infrastructure, featuring transit signal priority for queue jump lanes to optimize traffic flow and operational efficiency.
- Alternative 2: Replace five of six signalized intersections along the corridor with roundabouts, increasing overall circulation whilst providing traffic calming and enhanced intersection safety for all users.

Both build alternatives will construct enhanced transit stops, relocate existing overhead utilities, replace/construct new bicycle and pedestrian facilities, and make aesthetic improvements along the roughly 1.5 mile corridor segment

The next stage of project development is the Project Approval and Environmental Document (PA&ED) phase. This phase of work will further refine the build alternatives identified during the PID, select a preferred build alternative, and produce two key project deliverables - a Project Report securing Caltrans approval and an environmental document ensuring compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

The PA&ED phase requires extensive preliminary engineering and public engagement to obtain project approval and environmental clearance. Recognizing our resource limitation and expertise constraints, NVTa released a request for proposals for professional consultant engineering services for the PA&ED phase on October 23, 2023. An evaluation committee, comprising representatives from NVTa, City of American Canyon, County of Napa, and Caltrans, was established to assess proposals.

On December 1, 2023 NVTa received three proposals in response to the solicitation, followed by interviews with the two proposers, deemed the most qualified by the committee, on December 4, 2023. The evaluation committee ultimately found the team proposed by Kimley-Horn and Associates the most qualified, based on technical expertise, relevant project experience and understanding of the work to be done. Staff recommends the Board authorize NVTa's Executive Director to negotiate, execute, and make minor modifications to a work order with Kimley-Horn & Associates for services to provide PA&ED phase work on the project.

Additionally, since this project exists in Caltrans right of way, it is necessary to enter into a cooperative agreement with Caltrans to define roles and responsibilities around project delivery, funding, and oversight. The executed cooperative agreement is also necessary

to obligate federal funds allocated to the project. Caltrans estimates indicate PA&ED phase oversight costs will be no more than \$500,000.

ALTERNATIVES

The Board could choose not to enter into these agreements, delaying operational and traffic improvements to the American Canyon SR 29 Corridor. However, this may impact NVTa's ability to expend federal funding assigned to the project within the allotted timeframe, which could result in forfeiture of funding.

STRATEGIC GOALS MET BY THIS PROPOSAL

By authorizing PA&ED phase work is met by the following NVTa goals:

Goal 2 – Improve system safety in order to support all modes and serve all users
Both build alternatives will improve operational efficiency and improve safety for all corridor users.

Goal 4 – Support Napa County economic vitality & Goal 5 - Minimize the energy and other resources required to move people and goods
Implementation of this project will ultimately reduce travel times through the SR29 corridor, increasing throughput not only for residents and commuters but also for commercial and freight vehicles.

ATTACHMENT(S)

Attachment 1: Project Work Order No. E-01
Attachment 2: Draft Cooperative Agreement 04-2957
Attachment 3: Project Transportation Improvement Program (TIP)

**PROJECT WORK ORDER NO. E-01
ON-CALL A/E & PROJECT DELIVERY SERVICES**

PROJECT NAME: **PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)** – *American Canyon State Route 29 Corridor Improvement Project* (Project 04-4Q010K)

PROJECT MANAGER: Grant Bailey, PE, Program Manager – Engineer
E gbailey@nvta.ca.gov | T 707.259.5951

CONSULTANT DESIGNATED TEAM MEMBERS:

- Kimley-Horn and Associates, Inc. Staff – see EXHIBIT XX, see page(s) xx of xx attached.

Consultant will independently and at its own discretion and liability enter into agreement with sub-consultant(s) listed in their proposal for any services required to complete the project as described in the scope of work. Sub-consultants listed are:

- AIM Consulting, Inc. | David J. Powers & Associates, Inc. | Elite Transportation Group, Inc. | Monument | Parikh Consultants, Inc. | UNICO Engineering | VSCE, Inc. see EXHIBIT XX, see page(s) xx of xx attached.

SCOPE OF SERVICE: Provide professional engineering services to complete the Project Approval and Environment Document (PA&ED) phase for the American Canyon State Route 29 Corridor Improvement Project as described in the scope of services hereto as EXHIBIT A

START DATE: JANUARY 17, 2024

COMPLETION DATE: DECEMBER 31, 2026

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$4,183,631.62

CHARGE NUMBER FOR PAYMENT: FED/STATE/LOCAL

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, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director

Contractor
Kimley-Horn and Associates, Inc.

By: _____
PETER MEYERHOFER, P.E.
Principal-in-Charge

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

EXHIBIT A

SCOPE OF WORK

- I. **GENERAL INFORMATION.** The Project Approval & Environmental Document phase of this project requires 1) completion of a project report for Caltrans approval and 2) obtaining project environmental clearance. The project report should be drafted in accordance with Caltrans Project Development Procedures Manual requirements. Environmental clearance for this project includes a Categorical Exclusion (CE) with supporting technical studies in accordance with the National Environmental Policy Act (NEPA) and an Initial Study/Mitigated Negative Declaration (IS/MND) in accordance with the California Environmental Quality Act (CEQA). Both NEPA and CEQA require draft and final environmental documents with opportunity for public input. Caltrans is the NEPA project lead while NVTa has received delegated authority from Caltrans as the CEQA lead.

In addition to a project report and draft and final environmental documents, the PSR-PDS identifies the following required approvals during the PA&ED phase of this project:

- Detailed Project Alternative (Geometric Approval Drawings)
- Design Standards Decision Document
- Right of Way Data Sheet
- Stormwater Data Report
- Traffic Management Plan
- Cooperative Agreement for PS&E

Additional technical studies, detailed in Section VI, Deliverables, are also necessary to obtain environmental clearance/project approval.

The CONTRACTOR shall provide technical services and follow all pertinent state, federal, and local agency rules and regulations.

- II. **PROJECT BACKGROUND.** The Napa Valley Transportation Authority (NVTa), in cooperation with the California Department of Transportation (Caltrans) and the City of American Canyon (City), proposes roadway improvements along State Route 29 (SR 29) within much of the City limits to address various operational and safety needs along the SR 29 corridor. These improvements are needed to improve and increase multimodal transportation opportunities within the City. Collectively these improvements are referred to herein as the American Canyon SR 29 Corridor Improvement Project (Project). The Project is located along SR 29 in Napa County, California between Post Miles (PM) 0.69 and 2.05. See the below linked Project Study Report – Project Development Support document for a project location map.

In February 2023, NVTa and Caltrans finalized a Project Study Report – Project Development Support (PSR-PDS) document which evaluated various alternatives

that: 1) maximize efficiency and safety; 2) achieve acceptable operating conditions relative to projected future demand; 3) improve air quality, economic development, and social equity; 4) are context sensitive in accord with SR 29's rural and scenic character; and 5) minimize potential impacts to the natural environment. These alternatives are:

- Alternative 1: Multimodal improvements along the SR 29 corridor from American Canyon Road to Napa Junction Road. Improvements include Class I bikeways (shared use paths) on both sides of SR 29, reconstruction of the roadway to provide consistent median width, 11-foot lanes, 12-foot shoulders on SR 29 allowing for part time bus on shoulder, and buffer areas to separate the Class I bikeways from the roadway. The project will also include signal upgrades, potentially including transit signal priority for the queue jump lanes. The existing 4-lane roadway configuration would be maintained.
- Alternative 2: Construct roundabouts along SR 29 at all major intersections except American Canyon Road. Due to high turning and side street volumes, American Canyon Road will remain a traffic signal. Alternative 2 proposes to maintain the 4-lane corridor with the same multimodal improvements as Alternative 1. At the roundabout intersections, the corridor will be widened to 6 lanes approaching the intersections, allowing necessary circulation. Locations with close intersection spacing will maintain 6 lanes along the corridor. The wider medians at the roundabout approaches, necessary for speed control and deflected entries allow for multiple additional improvements including large pedestrian refuges between roadway directions. Crossings would also contain additional improvements to increase pedestrian visibility within the intersections. Roundabouts are proposed to increase overall circulation whilst providing traffic calming and enhanced intersection safety for all users.
- Both build alternatives will construct enhanced transit stops where feasible, underground existing overhead utility lines, and replace/construct new curb ramps in accordance with Caltrans Design Information Bulletin (DIB) 82-06 and construct new planter and landscape areas to improve the overall aesthetic of the roadway. All alternatives will include bus-on-shoulder facilities to the maximum extent practicable. As currently proposed, drivers would have to yield to buses, while entering and exiting the roadway at driveways, and bus only signal phases are proposed to incorporate queue jump movements utilizing the shoulder, where right turn movements are restricted. Inclusion of these facilities will be studied further during this phase (Project Approval & Environmental Document (PA&ED)).
- No-build: the no build alternative eliminates all proposed improvements and leaves SR 29 in its current condition.

Project Study Report – Project Development Support Document (PSR-PDS):
<https://nvta.ca.gov/wp-content/uploads/2023/10/4Q010-NAP-29-PSR-PDS-LCC-Jan-2023-3.pdf>

III. SCOPE OF SERVICES

CONSULTANT shall provide but not limited to the following tasks:

TASK 1 Project Management & Coordination

1.1. Project Management and Administration

Monthly Invoices. Consultant shall submit monthly project invoices to the NVTa project manager that includes project percent complete and project expenditure. We will meet with the City's project manager and develop the level of detail that the City would like to see on the project invoices. A template for the invoice will be agreed to before the project activity starts.

Monthly Progress Reports. Progress reports, submitted with each invoice, shall list percent complete compared to billed during the reporting period, anticipated tasks to be completed for the following period, and outstanding issues requiring resolution.

1.2. Project Controls

Project Schedule. Consultant shall produce a baseline Critical Path Method (CPM) schedule for the PA&ED phase. An updated CPM schedule of work and progress shall be submitted with each monthly invoice.

Risk Management. Consultant will prepare and maintain the Project Risk Register consistent with Caltrans format for a level 2 rated project to track and manage identified risks. The risk register shall be updated quarterly. Consultant project manager and deputy project manager will hold 1-hour quarterly in-person review meetings with the project leadership team (PLT) to discuss project progress, status and risks based on the updated risk register. Review meetings will be briefly summarized by e-mail for (PLT).

File Management. Consultant shall maintain documents and records in general accordance with the Caltrans Local Assistance Procedures Manual (LAPM). Project files shall be maintained in accordance with Caltrans' Uniform Filing System.

Quality Management. Consultant shall prepare a project-specific Quality Control/Quality Assurance (QC/QA) plan detailing the procedures and independent quality review processes required for the production and review of the project deliverables. The review process will include internal team review procedures, comment resolution meetings, documentation of comment responses and corrective actions.

1.3. Coordination and Meetings

Kick-Off Meeting. Consultant shall conduct a kick-off meeting with NVTa staff to finalize the scope of work, schedule and discuss

issues such as the project goals, opportunities, constraints, information needs, roles, responsibilities, and expectations.

Project Development Team (PDT) Meetings. Monthly PDT Meetings with NVTa, Caltrans, City of American Canyon and key stakeholders will begin two months after NTP to address and resolve project issues. The monthly meetings can be used for focus meetings, if needed. Fifteen (15) virtual PDT meetings total are assumed.

Bi-Weekly Project Coordination Conference Calls. Our project manager and key task leads (up to 2) will participate in a bi-weekly conference call with NVTa's project manager to review project activity, action items, and delivery status and establish the priorities for the next two weeks. The Bi-Weekly meetings will be virtual and begin one month after NTP.

Design and Technical Workshops. Consultant shall prepare for and attend up to seven (7) design workshops or meetings with NVTa, Caltrans, City of American Canyon and stakeholders to discuss project specific issues or seek input on design elements.

Meeting agendas and minutes for PDT and design meetings will be provided. Consultant shall manage each meeting, prepare the agendas for distribution, and distribute draft meeting minutes within 10 working days.

TASK 2 Community Outreach / Project Communication

Consultant will provide strategic advice and counsel, review project materials and reports, and monitor team communications.

2.1. Public Engagement Plan

Consultant shall create a community outreach/project communication plan which will serve as the roadmap to engage key stakeholders (schools, business and property owners within the American Canyon/SR 29 corridor) and the community-at-large throughout the PA&ED phase. Upon completion of a community outreach strategy the outreach team will evaluate and determine whether the event accomplished the desired outcome. This dynamic plan which will be modified based upon the project team needs and results of previous community outreach events.

Consultant shall develop and maintain a stakeholder database that include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest. Key stakeholders may include the following:

- Active Transportation Advocacy Groups
- Napa Valley Unified School District that includes:
 - Canyon Oaks Elementary School

- Donaldson Way Elementary School
- Napa Junction Magnet Elementary School
- American Canyon Middle School
- American Canyon High School
- Nearby neighborhoods and associations
- Napa Valley Casino
- American Canyon Senior Center
- Calvary Baptist Church
- Adjacent hotels
- Adjacent business
- Environmental Justice community

2.2. Outreach Meetings

Early stakeholder focus group meetings may be one-on-one and/or in small groups to discuss project timing, purpose and need, potential impacts and opportunities for improving existing conditions to secure access for environmental and engineering studies and to inform the design process as it relates to maintaining access to these properties. Consultant shall coordinate and facilitate **three (3) key stakeholder focus group meetings** with local business/property owners along the corridor and the school district.

In partnership with NVTa, Consultant shall plan and facilitate **three (3) community workshops**. The workshops will be held either in-person or virtually.

Workshop #1: The first workshop will take place prior to the environmental document release and serve as a scoping type meeting. The project team will re-introduce the project, its purpose and need, and anticipated schedule.

Workshop #2 (in-person and an online survey): The second workshop will present and receive feedback on possible design alternatives. The project team will also host an on-line survey which will allow community members who are unable to attend in-person meetings an opportunity to provide input on the design alternatives.

Workshop #3: At the third workshop, the project team will present the draft environmental document and viable design alternatives for public review.

Workshop Notification: Consultant shall develop and implement a notification plan for each community workshop. The notification plan may include email blasts to interested community members, personal calls and emails to key stakeholders and community-based organizations, a media release, flyers and posters which can be posted

at key activity centers, social media content, and project webpage content.

Consultant shall coordinate each workshop's date, time, and venue in addition to determining their format and agenda. Consultant shall develop workshop materials such as a run of show document, room layout, sign-in sheet, project team name tags, comment card, interactive board displays, and informational materials such as a fact sheet or brochure. Consultant shall develop all meeting materials in English, Spanish and Tagalog.

Following the workshop, Consultant shall develop a comprehensive summary that will include photography and feedback received.

Consultant shall support NVTa and the City of American Canyon for in-person presentation of project progress, information or outreach development at **two (2) Board of Supervisor or City Council meetings**. Consultant shall develop meeting material in coordination with agency partners.

2.3. Project Webpage Support

Consultant shall, in coordination with NVTa, develop communication materials for the project which will include hand-outs such as fact sheets and comment cards. Consultant shall develop all materials using a template consistent with the project identity. All printed materials will have an electronic version that can be distributed through social media and placed on the project webpage.

Project Webpage. Consultant shall develop content for the project webpage, hosted by NVTa. Content will include updated project information and timeline/schedule, community outreach summaries and photos and/or project maps. Project webpage will be updated at each major milestone, such as Draft Environmental Document.

Social Media Content. Consultant shall develop social media content for NVTa and the City of American Canyon's social media platforms to build community awareness about the project and share key milestones throughout the process. Social media updates include photos, videos, or animated short clips to maintain an interesting and informative social media presence. Consultant shall build the social media channel following with outreach to key stakeholders and community organizations, as well as paid boosting.

TASK 3 Project Funding Planning

3.1. Local Assistance Procedure Support

Consultant shall support NVTa with Local Assistance Procedures Manual (LAPM) documentation for project requests and approval, consistent with the Local Programs Procedures (LPP).

3.2. Funding Plan

Consultant shall support NVTa to program funds for Plans, Specifications and Estimates (PS&E) and construction phases. This task is budgeted for the preparation of one funding application.

TASK 4 Preliminary Engineering

4.1. Data Collection and Utility Coordination

Consultant shall research information pertinent to the project such as records, reports, plans, utility information, County data, and necessary documents for preliminary engineering design and environmental documentation. A field reconnaissance will be conducted under this task.

Consultant shall prepare a Caltrans encroachment permit application for the PA&ED phase upon NTP.

Consultant shall prepare Utility "A" Letters to request as-built records, GIS drawings, plans, exhibits and other documentation from utility companies that may occupy the project roadways. Consultant shall prepare a utility tracker and update responses received from utility companies. Consultant shall map all discovered utilities from field survey measurements and provided utility information. The accuracy of the utility mapping will be according to the information supplied from utility companies.

4.2. Topographic Mapping

Consultant shall conduct control research to tie the survey and mapping services for this project into the desired control. Field surveys, GPS measurements and level loops will be conducted to process and adjust main control points to be used for the project. A project control sheet will be prepared which will include the primary horizontal and vertical control, northings, eastings, elevations, basis of bearing, datum and utilized benchmarks.

It is assumed that horizontal control will be based on North American Datum (NAD83), California State Plane Coordinate System Zone 2 and North American Vertical Datum (NAVD88).

Consultant shall deliver an overall photogrammetric aerial map and orthophotography of the project area. Consultant shall set necessary aerial control panels at locations and frequency adequate to meet

Caltrans and National Mapping Accuracy Standards of 1" = 50' scale mapping with 1' contour intervals. The aerial photogrammetric mapping will comply with Caltrans aerial photogrammetric standards, and approved and processed in 3 stages, A, B and C (A-B-C Process). The limits will cover the full alignment along SR 29 beginning at a point approximately 900 feet south of the intersection of SR 29 and American Canyon Road to a point approximately 1,200 feet north of the intersection of Sr 29 and Napa Junction Road. An approximately 500-foot-wide strip survey will be mapped along the limits, including adequate distance along all main interconnecting roads that approach the intersections. Aerial based topographic mapping will show all visible surface features, improvements, 1' contours, DTM ground surface and spot elevations within the mapping limits. Color photo background imagery will be provided. The imagery will be adjusted using ortho-correction within the mapping limits, and simple rectification within the ground control limits.

Consultant shall perform detailed (non-aerial) supplemental topographic surveying and base mapping derived from the established horizontal and vertical control at the discretion of design team to locate key features critical for alternative assessment. Two field days and mapping for supplemental surveys are assumed. All supplemental ground topography will be mapped and combined into the photogrammetric aerial base survey.

Consultant shall request from Caltrans current Right of Way Maps and Monument Maps along the project corridor, and obtain additional mapping and documentation from County to aid in the mapping of the right of way along the project alignment. As part of PA&ED, the right of way mapping will be limited to strictly the right of way limits along SR 29. Individual properties will not be resolved and mapped at this stage. The resolution of individual properties along the project limits will require full surveying and mapping during the final design phase of the project.

Consultant shall purchase a total of eight (8) title reports to aid in the right of way mapping, better understand right of way, dedications and easement constraints. A right of way base map will be prepared to assist with searching for monuments and right of way boundaries. GPS and conventional surveys will be performed to locate right of way monuments, pins and other boundary markers necessary to resolve and map the right of way.

4.3. Traffic Forecasting and Operations

Consultant will perform this task for the No Build scenario and two build alternatives advanced from the PID phase.

4.3.1. Operations and Forecasting Methodology

Consultant will prepare report summarizing the traffic operations and forecasting methodology for review and approval. The report will include descriptions for:

- Study limits and intersections
- Study analysis network and boundaries for modeling
- Future year analysis periods (opening and design year)
- Traffic forecasting modeling tool
- Traffic operations analysis tool (i.e. Synchro/SimTraffic/VISSIM/SIDRA/HCM)
- Vehicle-miles of travel (VMT) analysis methodology
- Measures of effectiveness (MOEs)

4.3.2. Existing Conditions

Consultant shall collect new counts at study intersections identified in the PID phase. The counts will include AM/PM signalized/unsignalized intersection turning movements and 7-day 24-hour ADT data at the identified locations. The data collection for AM peak period will be 6:00 to 9:00 and PM peak period 3:00 to 7:00. Collection will include traffic, pedestrian and bicyclist volumes. ADT will include vehicle classification (trucks and other vehicles). In addition to weekday (Tuesday or Wednesday or Thursday) counts, Consultant team shall collect weekend (Saturday) counts between 10:00 AM – 1:00 PM to capture area visitors. Existing intersection geometry will be verified as part of the field observations.

Consultant shall use the existing signal timings (completed in February 2020) for the corridor that Kimley-Horn developed and implemented for the analysis.

After the data collection, Consultant shall summarize the AM/PM peak period data and weekend data for NVTa and Caltrans review and approval. Existing peak period and ADT data will be used for the base year validation of the Napa-Sonoma travel demand model.

4.3.3. Intersection Evaluation

Consultant shall use Synchro/SimTraffic, SIDRA and VISSIM software for the No Build and Build Alternatives. Synchro/SimTraffic analysis will apply to the preliminary intersection analysis and SIDRA will support the roundabout analysis. For AM and PM peak period analysis, VISSIM will be used for no Build and Build Alternatives. Some of the peak hour parameters for roundabout, such as gap acceptance and car following factors, will be used for peak period analysis. Based on the field observation queues, the existing counts will be adjusted to match with

field conditions. After model calibration, the following information will be verified:

- Demand versus Served Volumes
- Intersection LOS and Delay
- Field travel time versus Model
- Existing Field Queue versus Model Estimate Queues

Consultant shall prepare an Intersection Control Evaluation (ICE) Step One evaluation with the results of the analysis under this task.

Upon approval of the Step One evaluation, Consultant shall prepare an ICE Step Two evaluation.

4.3.4. Travel Demand Forecast

For base year model calibration, Consultant shall review base year land use and network coding before running the model. After running the base year model, the model data will be interpolated to existing year 2024 conditions and compared to existing demand numbers. The model parameters will be adjusted until 2024 forecast data is close to the 2024 demand numbers. Future year traffic forecasts will be calculated using the NCHRP-255 delta method.

After base year model validation is approved, Consultant shall work with NVTa and local agencies to check and update the network and land use information. To develop a more realistic queueing and diversion analysis, the demand model needs to reflect the true demand in the corridor. Therefore, the validation of travel model will comprise of correcting network coding rather than reducing demand to match counts.

Consultant shall develop project opening year and design year volumes using interpolation or extrapolation between 2024 and 2040 model volumes. Any remaining model errors will be adjusted using standard difference method described in NCHRP-255. The final adjusted volumes will be submitted to NVTa and Caltrans for review and approval before proceeding to future operating conditions.

4.3.5. Traffic Operations Analysis

Consultant shall use Synchro/SimTraffic and Sidra software to perform preliminary intersection analysis for project opening and design years AM/PM peak hour. Corridor level analysis will be performed to better understand the entire corridor instead of each intersection. The corridor results provide understand of the constrained volumes (served volumes vs demand volumes) at both ends of the study network. After the peak hour analysis, peak period analysis will be performed using VISSIM simulation software. The AM analysis will be from 6:00 to 9:00 (3 hours)

and PM analysis from 3:00 to 7:00 (4 hours) to address the peak period performance of the network.

The analysis results, such as level of service, delay, travel time, average and maximum (95th percentile) queue, will be summarized and compared against the No Build and each alternative in support of selecting the Preferred Alternative. In addition to these measures, network measures such as vehicle hours delay (VHD), vehicle hours travelled (VHT), network average speed, and vehicle miles travelled (VMT) will be evaluated.

Consultant shall prepare a Draft and Final Traffic Operational Analysis Report (TOAR) to summarize the traffic data, existing conditions analysis, traffic forecast, and alternatives analysis results. The TOAR will circulate to NVTa and Caltrans for review and approval.

4.3.6. VMT Assessment

Consultant shall use the TAF and TAC documents guidance in preparation of VMT assessment to identify the project impacts. As part of VMT analysis, team will use the NCST calculator and travel demand model (TDM) to identify each alternative's impact and prepare an assessment memorandum for Caltrans District 4 and HQ review and approval.

4.4. Geometric Refinement

Consultant shall expand on the two (2) design alternatives from the approved PSR-PDS studies and define the improvements in sufficient detail to perform engineering studies. It is anticipated that the value analysis study will influence the refinement of the two build alternatives geometrics.

4.5. Engineering Studies

Consultant will prepare engineering studies for up to two build alternatives.

4.5.1. Preliminary Drainage and Hydromodification

Consultant will prepare a drainage report analyzing the existing drainage facilities and drainage patterns in the area and develop proposed facilities needed to effectively manage roadway runoff and accommodate the proposed improvements. Drainage shed areas will be developed from topography, field reviews, and the proposed roadway improvements in the project area. Tributary areas will be defined, and flow rates calculated for inlets and pipes. Required detention facilities to mitigate the increased runoff due to project improvements will be assessed. Reports will be submitted to NVTa and Caltrans for review and approval.

4.5.2. Stormwater Data Report (SWDR)

Consultant will prepare a PA&ED-level SWDR in accordance with Caltrans requirements.

4.5.3. Highway Planting

Consultant shall prepare conceptual landscape concepts in coordination with NVTA, City of American Canyon, Caltrans, and the affected stakeholders for up to two alternatives. Landscape concepts will be developed based on goals identified during meetings with the stakeholders, knowledge of Caltrans design criteria, and previously approved concepts in the project area.

Consultant shall prioritize self-sustaining and low maintenance highway planting strategies into the design and surrounding landscaping. Potential maintenance concerns will be identified and discussed with project stakeholders.

4.5.4. Preliminary Geotech Design Report

Consultant shall prepare a Preliminary Geotechnical Design Report (PGDR) according to Caltrans Geotechnical Design Reports guidelines (February 2021) as a supporting document to develop the PA&ED. Consultant shall review the published geologic maps and available as-built boring data, including as-built Log of Test Borings from Caltrans Digital Archive of Geotechnical Data (GeoDOG) website and other Agency records if any, in the project vicinity. The potential geotechnical/geologic impacts and mitigations will be discussed on a broad basis, including geotechnical conditions (geology, topsoil/soil survey, surface/subsurface conditions, groundwater, and seismic hazards), geotechnical design evaluations. The preliminary acceleration response spectrum and the peak ground acceleration (PGA) will be developed based on the Caltrans ARS Online website. The PGA will be used to determine if the horizontal seismic coefficient of the project site exceed the standard design parameters. Generally, the geotechnical evaluation relevant to the proposed project will be presented in a qualitative manner with no specific design recommendations.

No field explorations will be performed for this preliminary evaluation.

4.5.5. Preliminary Pavement Design

Consultant shall prepare a Preliminary Pavement Design Memorandum using assumed R-values and Traffic Index (TI). The pavement design will be based on the Caltrans standard empirical design method by using the CalFE software to support the Life Cycle Cost Analysis (LCCA). For this preliminary engineering phase, Mechanistic-Empirical

(ME) methodologies by using the CalME software is not included in this scope.

No fieldwork or laboratory testing will be performed for this preliminary engineering phase.

4.5.6. Pavement Life Cycle Cost Analysis

Consultant shall prepare the pavement strategy checklist and coordinate with Caltrans to establish the parameters to be used and direction from Caltrans Materials for preparing the Life Cycle Cost Analysis (LCCA). It is assumed that the LCCA will include analysis of one flexible and one rigid pavement structural section that will be evaluated for a 20-year and 40-year design life.

4.5.7. Noise Abatement Decision Report (NADR)

Consultant shall review the results of the noise analysis included in the noise study report and document the final decisions regarding the construction of a new soundwall or modification of existing soundwalls in the NADR. The NADR will be summarized in the Project Report.

4.5.8. Utility Conflicts

Consultant shall identify potential utility impacts based on Caltrans utility encroachment policy and physical conflicts with the design alternatives. Consultant shall prepare a preliminary utility conflict map for each alternative to show the location and type of each potential conflict. The map will be color-coded by utility type and will include identification of high priority utilities. Consultant shall develop a detailed utility conflict matrix to track each conflict and serve as a complement to the conflict maps.

No positive identification of utility locations will be completed during the PA&ED phase.

4.5.9. Right of Way Impacts

Consultant will evaluate the potential right of way requirements, affected parcels and associated capital costs for each alternative, and deliver Right of Way Data Sheets prepared by a qualified real estate professional.

4.5.10. Stage Construction and Constructability

Consultant shall prepare conceptual plans outlining the stage construction and traffic handling requirements for up to two (2) alternatives.

4.5.11. Transportation Management Plan

Consultant will assist Caltrans to prepare a Transportation Management Plan (TMP) Data Sheet for inclusion in the Project Report.

4.5.12. Design Standard Decision Document (DSDD)

Consultant will prepare DSDD for non-standard design features for up to two (2) design alternatives. The draft DSDD will be submitted to Caltrans for review and comment. This work includes meetings (up to four meetings) with Caltrans and other functional units for the review of the proposed geometrics design. It is anticipated that two rounds of comments from Caltrans will be received prior to approval.

4.5.13. Safety Analysis

Consultant shall prepare a memorandum to document which project improvements elements are feasible to be evaluated with the Highway Safety Manual (HSM). There may be some elements of the alternative that are not feasible for evaluation with the HSM Crash Prediction Models (CPM). This memorandum shall be reviewed and approved prior to starting the Safety Analysis Report.

Based on the approved HSM Safety Analysis Methodology Memorandum, Consultant shall prepare a Safety Analysis Report in accordance with Caltrans' Application of the Highway Safety Manual Methodology for Project Development, dated March 30, 2023, for performance-based decision-making, and the Highway Safety Manual (HSM) to assess safety impacts to support project design decisions. Consultant shall refer to other reference sources including the FHWA Crash Modification Factors (CMF) Clearinghouse, Safety Performance Function Clearinghouse, and Highway Design Manual.

4.5.14. Opinion of Probable Construction Costs

Consultant will prepare an order-of-magnitude opinion of probable cost consistent with Caltrans requirements for PA&ED. The preliminary opinion of probable cost will be presented in the Caltrans 11-page format and will provide a detailed breakdown of capital construction costs. It will also include support costs needed for the PS&E and construction phases of the project.

TASK 5 Project Report (PR)

5.1. Value Analysis

Consultant shall prepare a VA study as defined in the Caltrans VA Activity Chart. The list of VA study participants will be developed by NVTa, Caltrans, City of American Canyon and the Consultant. The VA study will be scheduled at a date TBD in accordance with the guidelines established by Caltrans. A pre-study meeting via teleconference will be scheduled no later than the week prior to the start of the study. Once

the Preliminary VA Study Report has been reviewed by the project stakeholders, an implementation meeting shall be conducted to resolve the dispositions of the VA alternatives presented in the report.

Consultant shall lead a VA study that include the following efforts:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and FHWA requirements.
- Use applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed, and distributed.
- Facilitate VA team meetings.

Up to three Kimley-Horn team members will be part of the VA panel. It is anticipated that Caltrans subject matter experts will be VA panel participants.

5.2. Geometric Approval

Consultant shall prepare Geometric Engineering Drawings (GeDs) to obtain agency consensus on the preferred build alternative that will be discussed in the Project Report and recommended for final design during the PS&E phase.

5.3. Draft Project Report

Consultant shall prepare a Draft Project Report that summarizes key points from the draft environmental studies, traffic analysis findings, and the scope, cost, schedule and overall impacts to enable an informed decision to be made to proceed toward circulation of the draft environmental document and project approval.

5.4. Final Project Report

Consultant shall prepare a Final Project Report following the environmental document circulation and selection of a Preferred Alternative.

TASK 6 Environmental Clearance

6.1. Environmental Studies

Consultant shall prepare the following technical studies for environmental compliance. No resource agency permits will be secured under the PA&ED phase.

6.1.1. Initial Site Assessment

Consultant shall prepare a Phase I Initial Site Assessment (ISA) report for the proposed project. Generally, the ASTM recommends a one-mile radius range for the data search. The objective of the ISA will be to determine the presence or likely presence of any hazardous substances or petroleum products within the project limits.

The tasks consist of data collection and document research, including historical land use based on aerial photographs, topographic maps, and other relevant documents, and a site reconnaissance. Data will be ordered from Environmental Data Research, Inc. (EDR Inc.). No field exploration involving soil or material disturbance, or testing will be performed for this phase of the work.

6.1.2. Air Quality Assessment

Consultant shall prepare an air quality technical report using the Caltrans format and address the FHWA/Caltrans requirements and well as local CEQA criteria. The technical report will provide the following for two build alternatives:

Setting. Base line conditions that describe meteorology/climate of the project area, existing air quality conditions, federal, state and local air quality rules and regulations, and approved air quality plans. Air pollutants and their effect on human health will also be included.

Regional Air Quality Impacts. Identify SIP conformity requirements for the project and develop conformity language suitable for the air quality analysis. This will include participation in consultation with SMCTA and Caltrans regarding project inclusion in the latest transportation plans and programs. CO Hot Spot Analysis. Hot Spot CO analysis based on the CO protocol developed by UC Davis. Locations will include receptors nearest the highway and selected intersections.

Assess Project GHG Emissions. Project and no project emissions will be computed and evaluated based on current State and local guidance. The effect of transportation control measures in reducing project emissions will also be included.

Mobile Source Air Toxics. Consultant shall use the FHWA guidance and UC Davis procedures to assess and calculate MSAT emissions from the project.

PM2.5 Analysis. PM2.5 will be analyzed based on the latest FHWA Guidance. This project is not anticipated to generate a significant volume or change in volumes when compared to the No Build. As such, it is assumed that this project will not be considered a project of air quality concern (POAQC) for PM2.5. Consultant shall support

consultation efforts with the Bay Area Air Quality Conformity Task Force on the project's potential to increase PM_{2.5} levels as required by the FHWA conformity process.

Construction Air Quality Impacts. Construction air quality impacts will be quantified with the current version of the Roadway Construction Emissions Model. The appropriate control measures to reduce particulate matter and fugitive dust generation will be identified.

Coordinating Methodology with the VMT Analysis, such that the emissions from VMT are consistent with those discussed under AQ/GHG.

It is assumed that the project would not be a Project of Air Quality Concern (POAQC). Consultant shall prepare an Air Quality Conformity Analysis for a non-POAQC.

6.1.3. Noise

Consultant shall conduct a traffic noise study in accordance with the Traffic Noise Analysis Protocol developed by Caltrans. Per the Caltrans' Traffic Noise Analysis Protocol dated April 2020, the addition of new travel lanes will require an evaluation of noise impacts along the entire project limits and reasonable and feasible noise abatement under FHWA and Caltrans requirements. The protocol requires identification of noise impacts at different types of activity areas affected by the project. The noise study will address both the State and Federal noise abatement criteria and evaluate noise impacts in accordance with CEQA pursuant to policies set forth in the local General Plans. The following tasks will be conducted to prepare the noise study:

Identify Potential Sensitive Receptors. Based on aerial images and a field visit, potentially sensitive receptors for noise impacts will be identified and mapped.

Measure Existing Noise Levels. Existing noise levels will be monitored at representative receiver locations along the study area to quantify existing worst-hour noise levels and provide data for model calibration purposes.

Model Future Noise Levels. Modeling will be required to calculate noise levels throughout the project corridor using FHWA's Traffic Noise Model (TNM) to calculate existing noise levels and predict future noise levels with and without the project. The model will be calibrated to measure noise and traffic conditions and predict existing and future noise levels. Traffic noise modeling will be conducted in accordance with the Caltrans recommended procedures.

Noise Barrier Feasibility and Reasonableness. If noise impacts are identified, noise abatement will be considered for feasibility (to substantially reduce noise levels at sensitive receptors) and reasonableness (based on the opinion of probable cost to provide this reduction). This information will be used to assist in the preparation of the Noise Analysis Decision Report (NADR).

Construction Noise. Construction noise will be predicted using methods outlined in the Protocol that utilize the Roadway Construction Noise Model.

6.1.4. Visual

Consultant shall prepare a Visual Technical Memorandum documenting the project's potential impacts on the existing visual environment.

6.1.5. Biological Resources

Consultant shall prepare a Natural Environment Study (NES) and Biological Assessment (BA) to document the various biological and/or physical elements that could be potentially impacted by the project. The BA will also support consultation with the United State Fish & Wildlife Service (USFWS).

Consultant shall complete an Aquatic Resources Delineation Report that will include mapping of all potential waters of the US/State and locations of ordinary high-water mark, as applicable, to assess potential impacts to aquatic resources within agency jurisdictions.

It is assumed that aquatic resources delineation survey does not include agency coordination or a site visit for USACE verification under this project phase.

6.1.6. Architectural/Cultural/Historical Resources

Consultant shall prepare an Area of Potential Effect (APE) Map, Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR) to document any archaeological resources that may be discovered onsite and impacted by the project. Additionally, Consultant shall adapt the Section 106 findings to support NVTa with the CEQA AB 52 Native American consultation process, as needed.

Consultant shall prepare a memorandum documenting that the project will not impact any Section 4(f) resources. It is assumed that the project will not impact any Section 4(f) resources.

As an optional task, Consultant could prepare a Historic Resources Evaluation Report (HRER) if required by Caltrans.

It is assumed that NVTA will perform CEQA AB 52 Native American consultation. Up to 20 hours is budgeted for Consultant to provide support on tribal consultation.

6.1.7. Paleontological Resources

Consultant shall prepare a technical memo documenting the project's potential impacts to buried paleontological resources.

6.1.8. Land Use and Community Impact

Consultant shall prepare a technical memorandum documenting the project's potential impacts to land use and the local community.

6.1.9. Water Quality

Consultant shall prepare a technical memorandum documenting the proposed construction BMPs for the project.

6.1.10. Energy

The energy study will include an evaluation of traffic volumes and/or vehicle miles traveled with comparisons between the No Build and Build Alternatives. Based on energy consumption factors for construction, Consultant shall prepare a brief evaluation of construction energy.

6.2. Environmental Document

Consultant shall use the technical reports and memoranda prepared for the Initial Study/Mitigated Negative Declaration (IS/MND). It is assumed that NVTA will pay for all filing fees.

6.2.1. Draft Environmental Document

Consultant shall prepare one administrative draft version of the document and a screen-check version before finalizing the document for circulation. Consultant shall prepare the Notice of Completion for filing with the State Clearinghouse and Napa County. Consultant shall print up to 10 copies of the Draft IS/MND.

It is assumed that NVTA will undertake mailings and prepare public/newspaper notices.

6.2.2. Final Environmental Document

Consultant shall respond to comments received by NVTA and prepare a Draft Final and Final IS/MND for adoption by NVTA. Consultant shall prepare the Notice of Determination for filing with the State Clearinghouse and Napa County. Consultant can, if needed, support Caltrans in the preparation of NEPA Categorical Exclusion (CE) and the Environmental Commitment Record (ECR).

IV. DELIVERABLES. The Project deliverables shall be submitted for review by NVTA and/or Caltrans, regulatory agencies, utility companies, and all other

agencies having jurisdiction. All work products shall be delivered in file or data formats compatible with NVTA systems. NVTA shall be copied on all correspondence. Deliverables shall be as described below:

Task 1 Deliverables:

- ✓ Monthly Invoice and Progress Reports
- ✓ Project Schedule and Updates
- ✓ Project Risk Register and Updates
- ✓ Quality Control/Quality Assurance Plan
- ✓ Meeting Agenda and Minutes

Task 2 Deliverables:

- ✓ Public Engagement Plan
- ✓ Stakeholder Contact List
- ✓ Stakeholder Meetings (up to 3)
- ✓ Community Workshops (up to 3)
- ✓ Board and Council Meetings (up to 2)
- ✓ Outreach Material (fact sheets, posters/flyers, comment cards, informational material) in English, Spanish and Tagalog
- ✓ Content for Webpage Hosted by NVTA
- ✓ Social Media Content for NVTA and American Canyon Platforms
- ✓ Public Engagement Summary

Task 4.1 Deliverables:

- ✓ Caltrans Encroachment Permit Application
- ✓ Utility "A" Letters
- ✓ Utility Tracking Spreadsheet

Task 4.2 Deliverables:

- ✓ Aerial Based Photogrammetric Topo Base File with DTM File and 3D Surface File
- ✓ Points Files
- ✓ Ortho Image Files
- ✓ Right of Way Base Map
- ✓ Recorded Maps, Deeds, Title Reports (8)

Task 4.3 Deliverables:

- ✓ Traffic Analysis Approach and Methodology Technical Memorandum
- ✓ Existing Conditions Analysis/Calibration Technical Memorandum
- ✓ Intersection Control Evaluation Step 1 and Step 2 Memoranda
- ✓ Traffic Forecasting Technical Memorandum
- ✓ Traffic Operations Analysis Report (TOAR)
- ✓ VMT Assessment Memorandum

Task 4.4 Deliverables:

- ✓ Typical Cross Sections, Layouts, Profile and Superelevation Diagram (Alt 2 only), Pavement Delineation and Proposed Signage

Task 4.5 Deliverables:

- ✓ Preliminary Drainage and Hydromodification Report
- ✓ PA&ED-level SWDR

- ✓ Highway Planting Conceptual Overview Exhibits
- ✓ Preliminary Geotechnical Design Report
- ✓ Preliminary Pavement Design Memorandum
- ✓ Life Cycle Cost Analysis
- ✓ Noise Abatement Decision Report
- ✓ Utility Conflict Maps and Matrix
- ✓ Right of Way Data Sheet
- ✓ Conceptual Stage Construction Exhibits
- ✓ Transportation Management Plan Data Sheet
- ✓ Design Standard Decision Document
- ✓ Highway Safety Manual Safety Analysis Methodology Memorandum
- ✓ Safety Analysis Report
- ✓ Opinion of Probable Construction Costs

Task 5 Deliverables:

- ✓ Value Analysis Study
- ✓ Geometric Engineering Drawings
- ✓ Draft and Final Project Report

Task 6.1 Deliverables:

- ✓ Phase I Initial Site Assessment (ISA) Report
- ✓ Air Quality Analysis Report and Air Quality Conformity Analysis Report
- ✓ Noise Study Report
- ✓ Visual Technical Memorandum
- ✓ Natural Environment Study (NES)
- ✓ Biological Assessment (BA)
- ✓ Aquatic Resources Delineation Report
- ✓ APE Map
- ✓ Archaeological Survey Report and Historic Properties Survey Report
- ✓ Section 4(f) No Use Memorandum
- ✓ Paleontological Resources Memorandum
- ✓ Land Use and Community Impact Technical Memorandum
- ✓ Water Quality Technical Memorandum
- ✓ Energy Study

Task 6.2 Deliverables:

- ✓ Admin Draft IS/MND
- ✓ Screen-Check Draft IS/MND
- ✓ Draft IS/MND
- ✓ Responses to Comments
- ✓ Draft Final and Final IS/MND
- ✓ Notice of Completion and Notice of Determination Filing

All final surveys, studies, calculations, designs, reports, maps, legal descriptions, plans, specifications, and estimates shall include all original documents with seals and either wet-signed signatures or electronically signed as provided by the Professional Engineers Act, by registered professional land surveyors, engineers, or architects licensed in the State of California.

All data, information, documents, calculations, reports, plans, specifications, quantity

take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the work effort for this Project are the property of NVTA. The Consultant shall submit all these items to NVTA at the completion of this contract. All original documents and electronic files shall become the sole property of NVTA and may be used by NVTA and/or its assignees without written permission from or additional compensation to the Consultant.

V. SCHEDULE

Event	Date
Notice to Proceed	1/22/24
Value Analysis Complete	9/1/24
Draft Environmental Documents (DED)	3/15/25
DED Public Meeting	4/15/25
Approved Project Report	11/15/25
Final Environmental Document (FED)	11/15/25

CONSULTANT must obtain NVTA's approval for any additional services/task performance and their associated costs not listed in the scope of work prior to performance.

EXHIBIT B

COST SUMMARY SHEET

DESCRIPTION	AMOUNT
Task 1 - Project Management & Coordination	\$ 346,897.43
Task 2 - Community Outreach	\$ 126,426.45
Task 3 - Project Funding Planning	\$ 43,111.62
Task 4 - Preliminary Engineering	\$1,554,775.93
Task 5 - Project Report	\$ 490,225.82
Task 6 - Environmental Clearance	\$ 427,486.64
Other Direct Cost	\$1,002,009.26
TOTAL NOT TO EXCEED	\$3,990,933.16

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed \$3,990,933.16. Subject to Agreement, CONTRACTOR shall periodically invoice NVT A based on progress towards completion of tasks/deliverables listed above, amounts not to exceed tasks/deliverable totals.

COOPERATIVE AGREEMENT COVER SHEET

Work Description

SR 29 AMERICAN CANYON MULTI-MODAL CORRIDOR IMPROVEMENT PROJECT WOULD MAKE ROADWAY IMPROVEMENTS ALONG STATE ROUTE 29 (SR 29) BETWEEN POST MILES 0.69 AND 2.05. PROPOSED IMPROVEMENTS INCLUDE TRANSIT, BICYCLE AND PEDESTRIAN INFRASTRUCTURE. THREE ALTERNATIVES WERE DEVELOPED DURING THE PROJECT STUDY REPORT-PROJECT DEVELOPMENT SUPPORT PHASE, 2 BUILD AND 1 NO BUILD. BUILD ALTERNATIVE 1 EVALUATES IMPROVEMENT OF EXISTING SIGNALIZED INTERSECTIONS INCLUDING SIGNAL OPERATIONAL IMPROVEMENTS, ADAPTIVE TECHNOLOGY, AND QUEUE JUMPS WITH AUXILIARY LANES. BUILD ALTERNATIVE 2 EVALUATES INTERSECTION OPERATIONAL IMPROVEMENTS BY REPLACING EXISTING SIGNALIZED INTERSECTIONS WITH ROUNDABOUTS. STREET BEAUTIFICATION, BIKE AND PEDESTRIAN INFRASTRUCTURE, AND SIGNAGE AND WAYFINDING IMPROVEMENTS ARE PROPOSED UNDER BOTH BUILD ALTERNATIVES

Contact Information

CALTRANS

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NAPA VALLEY TRANSPORTATION AUTHORITY

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CITY OF AMERICAN CANYON

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Napa Valley Transportation Authority, a public corporation/entity, referred to hereinafter as NVTA and

City of American Canyon, a public corporation/entity, referred to hereinafter as CITY

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *SR 29 American Canyon Multi-modal Corridor Improvement Project* would make roadway improvements along State Route 29 (SR 29) between Post miles 0.69 and 2.05. Proposed improvements include transit, bicycle and pedestrian infrastructure. Three alternatives were developed during the Project Study Report-Project Development Support phase, 2 build and 1 no build. Build alternative 1 evaluates improvement of existing signalized intersections including signal operational improvements, adaptive technology, and queue jumps with auxiliary lanes. Build alternative 2 evaluates intersection operational improvements by replacing existing signalized intersections with roundabouts. Street beautification, bike and pedestrian infrastructure, and signage and wayfinding improvements are proposed under both build alternatives will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. NVT A is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- NVTa is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

11. NVTa will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that NVTAs quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in Chapter 38 of the Standard Environmental Reference (SER), available at <https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/volume-1-guidance-for-compliance/ch-38-nepa-assignment>. This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
22. NVTAs will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

23. NVTA and CITY, including any employee, agent, consultant or sub-consultant retained by the NVTA and CITY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the “Final Caltrans Environmental Records Retention Policy”, available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-all.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS’ written request.

CEQA/NEPA Lead Agency

24. NVTA is the CEQA Lead Agency for the PROJECT.
25. CALTRANS is a CEQA Responsible Agency for the PROJECT.
26. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

27. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY’s responsibilities in this AGREEMENT.
28. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
29. It is expected that the PROJECT requires the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps Of Engineers
401, Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board

Project Approval and Environmental Document (PA&ED)

30. As the PA&ED IMPLEMENTING AGENCY, NVTA is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

31. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	No
165.15.15.xx Essential Fish Habitat Consultation	Yes
165.15.15.xx Section 7 Consultation	Yes
165.25.25 Approval to Circulate Resolution	Yes
180.10.05.45 Section 7 Consultation	Yes
180.15.05 Record of Decision (NEPA)	Yes

32. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

33. NVTA will provide written notice of the initiation of environmental studies to the NEPA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

34. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

35. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

36. CALTRANS is a CEQA Responsible Agency for the PROJECT and is responsible for review, comment, and concurrence on all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.
37. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
38. If the CEQA Lead Agency makes any changes to the CEQA documentation, the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to the CEQA Lead Agency's approval at appropriate stages of development prior to public availability.
39. If the CEQA Lead Agency makes any changes to CEQA-related public notices, then the CEQA Lead Agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.
40. The CEQA Lead Agency will attend all CEQA-related public meetings.
41. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

42. Pursuant to Chapter 3 of Title 23, United States Code, Sections 326 and 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, is responsible for the review, comment, and approval of all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

43. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Toolkit (available at <http://environment.fhwa.dot.gov/index.asp>) and the CALTRANS Standard Environmental Reference.
44. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
45. NVTa and CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. NVTa will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.
- CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
46. The NEPA Lead Agency will attend all NEPA-related public meetings.
47. NVTa and CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

48. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

49. NVTa and CITY will ensure that the PROJECT is included in the approved Federal Statewide Transportation Improvement Program (FSTIP) prior to the NEPA Lead Agency's approval of the environmental document.

Schedule

50. PARTIES will manage the WORK schedule to ensure the timely use of committed funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
51. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions

Standards

52. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Encroachment Permits Manual

Noncompliant Work

53. CALTRANS retains the right to reject noncompliant WORK. NVT A agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

54. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

55. NVT A and CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

56. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. NVTA, CITY, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit which specifically allows them to do so. CALTRANS will provide encroachment permits to NVTA and CITY at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
57. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

58. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

59. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

60. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

61. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

62. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
63. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds committed in this AGREEMENT.

64. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. NVT A, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds committed in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

65. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

NVTA, CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and NVTA each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. NVTA will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

66. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

67. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
68. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
69. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

70. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

71. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

72. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and NVTa will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

73. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
74. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

75. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

76. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgments and Settlements

77. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
78. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
79. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

80. NVTa and CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. NVTa will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

81. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

82. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

83. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

84. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by NVTa, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon NVTa under this AGREEMENT. It is understood and agreed that NVTa and CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by NVTa, CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
85. Neither NVTa, CITY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless NVTa, CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

86. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
87. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

88. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

89. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

90. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

91. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of NVTa will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

92. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

93. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Robert Effinger
Acting Deputy District Director, Design

Verification of funds and authority:

Jeffrey Kuehnel
District Budget Manager

Certified as to financial terms and policies:

Nadine Karavan
HQ Accounting Supervisor

NAPA VALLEY TRANSPORTATION AUTHORITY

Kate Miller
Executive Director

Attest:

Laura Sanderlin
Board Secretary

Approved as to form and procedure:

Osman Mufti
NVT General Counsel

CITY OF AMERICAN CANYON

Jason Holley
City Manager

Attest:

Taresa Geilfuss
City Clerk

Approved as to form and procedure:

William D. Ross
City Attorney

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> <small>v. 1</small>			
Source	Party	Fund Type	PA&ED
			Totals
STATE	CALTRANS	Settlement	955,000
LOCAL-FEDERAL	NVTA	RSTP	3,000,000
Totals			3,955,000

^MNon-federal match

<div><div><div><u>SPENDING SUMMARY</u></div><div>v 2</div></div></div>			
Fund Type	PA&ED		Totals
	CALTRANS	<u>NVTA</u>	
Settlement	0	955,000	955,000
RSTP	500,000	2,500,000	3,000,000
Totals	500,000	3,455,000	3,955,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If NVTa invoices for rates in excess of CalHR rates, NVTa will fund the cost difference and reimburse CALTRANS for any overpayment.

6. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.
7. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, NVTa will pay invoices within five (5) calendar days of receipt of invoice.
9. If NVTa has received EFT certification from CALTRANS then NVTa will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then NVTa will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
12. If CALTRANS reimburses NVTa for any costs later determined to be unallowable, NVTa will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

13. PARTIES will invoice and reimburse for actual costs incurred and paid.

Transportation Improvement Program (TIP)

Programming Information for Federal Request for Authorization (RFA)

ATTACHMENT 3
AGENDA ITEM 11.1

- To Be Submitted To Caltrans With Request For Authorization Of Federal Highway Funding -

SR-29 American Canyon Operational and Multimodal I **ACTIVE** **CTIPS ID: 20650000767**

TIP ID: NAP230202 **TIP Status:** ACTIVE **Version:** 2 **FMS ID:** 10094 **TIP Revision:** 2023-22 **TIP Revision Approval Date:** 12/08/2023

Sponsor: Napa Valley Transportation Authority **Implementing Agency:** Napa Valley Transportation Authority

County: Napa **Investment Category:** SYSTMGMT:100% **State Highway Rte:** 29

Trans. System: State Highway

Primary Mode: Other:50% | Planning:50% **Sub Mode:** Planning:50% | Other:50%

Project Name: SR-29 American Canyon Operational and Multimodal I

Project Description: American Canyon : SR-29 From Napa Junction Road to American Canyon Road : Environmental analysis for operational and multimodal improvements

Expanded Description: Complete the environmental document for the SR 29 operational and multimodal improvements through American Canyon, including intersection improvements and complete streets facilities.

RTP Description:

RTP ID: 21-T01-001 **RTP Cycle:**

Regional Air Quality Status: Exempt (40 CFR 93.126) - Other - Planning and technical studies

Air Basin: San Francisco Bay Area **Air District:** BAAQMD

CMAQ Emissions Reduction Benefit (kg/day): **VOC:** **NOX:** **PM2.5:** **PM10:** **CO :** **CO2 :**

TIP Funding: (All Funding in Whole Dollars)												
Fund Code	Phase	Prog Year	Total	Prior	TIP 4-Year Period				Later	Obligation Information		
					FY 22/23	FY 23/24	FY 24/25	FY 25/26		Fed Proj No.	Date	Amount
OTHER LOCAL	ENV	2024	\$390,000			\$390,000						
OTHER STATE	ENV	2024	\$955,000			\$955,000						
STP-T6-OBAG3-CO	ENV	2024	\$2,000,000			\$2,000,000						
STP-T6-OBAG3-REG-MSOP	ENV	2024	\$1,000,000			\$1,000,000						
Project Totals			\$4,345,000	\$0	\$0	\$4,345,000	\$0	\$0	\$0			

Contact Information	Name & Title	Agency	Phone	Email
Project Contact:	Alberto Esqueda, Assistant Planner	NVTA	707-259-5976	aesqueda@nvta.ca.gov
Sponsor Single Point of Contact:	Alberto Esqueda, Assistant Planner	NVTA	707-259-5976	aesqueda@nvta.ca.gov

End of Project Version: 2

End of TIP ID: NAP230202



NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Professional Services Agreement No. 23-C33 with Nelson/Nygaard Consulting Associates, Inc. for work associated with the Countywide Accessible Transportation Needs Assessment

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Professional Services Agreement (Attachment 1) with Nelson/Nygaard for the development and completion of the Countywide Accessible Transportation Needs Assessment in an amount not to exceed \$146,887, plus a ten percent (10%) contingency to allow for minor changes to the scope.

EXECUTIVE SUMMARY

The Countywide Accessible Transportation Needs Assessment Request for Proposals (RFP) No. 23-08 was released on October 13, 2023. The RFP's Scope of Work entails a comprehensive countywide assessment of existing transportation services, gaps in services and needs and an analysis of potential services and costs to fill service gaps for seniors and persons with disabilities countywide.

A single proposal was received. An evaluation committee comprised of NVTA staff reviewed the proposal and determined it adequately addressed the requested task. Board approval will allow NVTA to enter into a contract with Nelson/Nygaard Consulting Associates, Inc. for consulting services.

FISCAL IMPACT

Yes, approximately \$146,887, plus a ten percent (10%) contingency to allow for minor scope changes, for a total contract amount not to exceed \$161,576.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Principal Program Planner/Administrator
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Professional Services Agreement No. 23-C33 with Nelson/Nygaard Consulting Associates, Inc. for work associated with the Countywide Accessible Transportation Needs Assessment

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Professional Services Agreement No. 23-C33 (Attachment 1) with Nelson/Nygaard Consulting Associates, Inc. for the development and completion of the Countywide Accessible Transportation Needs Assessment in an amount not to exceed \$146,887 plus a ten percent (10%) contingency to allow for minor changes to the scope.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In late 2019, County of Napa elected officials, Napa County and NVTA staff, and representatives from multiple senior and disabled community organizations met to discuss gaps in transportation options throughout the county and potential solutions to improve mobility for these populations. NVTA agreed to work with the County to identify these gaps through a comprehensive countywide transportation needs assessment specific to seniors and disabled community members.

In March 2022, the County of Napa Commission on Aging held a Transportation Needs Summit in Yountville and invited representatives from multiple organizations to resume discussions in preparation for a countywide transportation needs assessment. The summit attendees noted that adequate transportation presents a major challenge for seniors and disabled community members and that it is a collective problem, that needs

to be addressed by multiple entities. NVTa agreed to take the lead role in the countywide Accessible Transportation Needs Assessment with robust stakeholder participation.

NVTa entered into contract with a consultant in late 2022, for a set of deliverables, but the contract was terminated in May 2023 for non performance, and the project was put on hold. NVTa released a new Request for Proposals (RFP) on October 13, 2023, with proposals due on November 15, 2023. A pre-proposal conference was held on October 20, 2023 with 7 firms in attendance. A single proposal from Nelson/Nygaard Consulting Associates Inc. was received. The selection committee deemed Nelson/Nygaard's proposal responsive to the RFP.

Nelson/Nygaard is a highly qualified firm for this task, and is one of the foremost planning firms for accessible transportation in the U.S. They have completed multiple countywide transportation needs assessments in the Bay Area, including recent work with the Metropolitan Transportation Commission (MTC) on the Bay Area Coordinated Plan.

The Countywide Accessible Transportation Needs assessment will include:

- Analysis of all existing transportation services and programs
- Coordination with the County of Napa on its Napa County Older Adults Assessment (NOAA)
- Evaluation of gaps in marketing and communications strategies for services
- Identification of transportation needs and gaps specific to seniors and individuals with disabilities
- Development of transportation service alternatives and programs
- Analysis and feasibility assessment of alternatives and programs
- Development of vision, goals, objectives, and policies with an action and funding plan
- Comprehensive community outreach and feedback assessment

The Countywide Accessible Transportation Needs Assessment will take approximately 12 months to complete. Staff will provide periodic updates to the Board throughout the process.

ALTERNATIVES

The Board could decide not to approve the Professional Services Agreement with Nelson/Nygaard Consulting Associates Inc. and the project would not move forward.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

This Countywide planning effort will identify existing conditions and service gaps, and will propose transportation solutions that will serve the needs of senior and disabled populations throughout Napa County.

ATTACHMENT

- (1) : Professional Services Agreement No. 23-C33 with Nelson/Nygaard Associates

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 23-C33

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2023, 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 Nelson\Nygaard Consulting Associates, Inc. a Corporation registered to do business in the State of California, whose mailing address is 2 Bryant Street, Suite 300, San Francisco, CA 94105, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NVTA wishes to obtain a specialized Accessible Transportation Needs Assessment (ATNA) Study that will assist in identifying barriers to mobility of seniors and individuals with disabilities throughout the County of Napa; 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 **30 June 2025**, 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 this Agreement shall be to the date shown above with the option to extend the term conditional to review and recommendation of NVTA, and the satisfactory negotiation of terms, including pricing structure.

2. **Scope of Services.** CONTRACTOR shall provide NVTa those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$146,886.86** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA

Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

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

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

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

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

14. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that 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
Jennifer Wieland
Managing Director
2 Bryant Street, Suite 300
San Francisco, CA 94105

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 April 18, 2018.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on April 18, 2018.

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

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on April 18, 2018.

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

17. **No Assignments or Subcontracts.**

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

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

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

19. **Interpretation; Venue.**

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

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

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

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

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

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

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

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

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of

CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least three (3) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

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

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude 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. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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

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

"NVT A"

"CONTRACTOR"

Nelson\Nygaard Consulting Associates, Inc.

By _____
KATE MILLER, Executive Director

By _____
JENNIFER WIELAND
Managing Director

Approved as to Form:

By _____
NVT A General Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTa with the following services:

Accessible Transportation Needs Assessment (ATNA) Study as per scope of work attached.

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

I. **GENERAL.** The Napa Valley Transportation Authority (NVTa) and the County of Napa have partnered to address transportation needs for seniors and individuals with disabilities in Napa Valley by initiating a Countywide Accessible Transportation Needs Assessment. The study will identify barriers to mobility for seniors and individuals with disabilities throughout Napa County, to create recommendations for achieving equitable and improved transportation options for these populations.

II. **SCOPE OF WORK.** CONTRACTOR shall assist NVTa to:

- Identify senior and disabled programs and transportation-related services provided by these programs in Napa County including:
 - a. Identification of other non-profit/community-based organization and/or religious organizations that provide transportation-related services to other populations that could provide additional transportation-related services to elderly and disabled populations.
- Evaluate gaps in marketing and communication strategies for elderly and disabled transportation services.
- Identify transportation needs and gaps specific to seniors and individuals with disabilities (existing conditions) by evaluating where seniors and people with disabilities reside and seek services.
- Develop a range of transportation alternatives through service (e.g., on-demand paid services, shuttles, volunteer driver etc.), programmatic (education and marketing, travel training, transit ambassador, technology/online platforms/Apps etc.) recommendations, and costs.
- Conduct analysis of alternatives (services and programmatic) to identify which programs may be more suitable for which populations (senior, disabled, geographic area where services are needed and other specific requirements)
- Develop Vision, Goals, Objectives, Policies, Actions and Funding Plan.
- Support community outreach meetings to seek input and feedback for incorporation into final plan.

III. **TASKS / DELIVERABLES.** CONTRACTOR shall provide, but not as to limit to, the following assistance and services:

Task 1.0 Study Scope, Management, Task Schedule and Community Engagement Process

- 1.1 Working with the NVTa Project Manager, review the Scope of Work as presented and recommend any necessary changes that will

improve the work product and meet the objectives as stated above.

- 1.2 Prepare a revised detailed scope of work, schedule, and milestones for project.
- 1.3 Establish Community Engagement process and calendar.
- 1.4 Meet regularly with NVTa (bi-weekly) and Napa County Older Adults Assessment (NOAA) project team (Monthly or as-needed).

Deliverables: Revised scope of work, project schedule including milestones.

Task 2.0 Community Engagement Effort

- 2.1 In coordination with stakeholder focus group and the project team, define an effective community engagement process and schedule to ensure comprehensive representation of Napa Valley senior and disabled residents are involved in the planning process, including low-income and minority representatives or organizations that represent them. Coordination should include but not be limited to organizations representing senior populations such as the Area Agency on Aging (AAOA), Napa County Commission on Aging (NCCOA), Napa County Community Health, NVTa's Paratransit Coordinating Council (PCC) and community based organizations such as Molly's Angels and Rianda House and Up Valley Community Center.
- 2.2 Establish a staff working group and collaborative/stakeholder focus group schedule:
 - Contact known community leaders and groups to coordinate outreach at already scheduled community meetings.
 - Meet regularly with the staff and stakeholder groups (6-8 meetings, 3 or 4 for each group).
- 2.3 Analyze existing survey data and refine summary report into easy-to-understand visual summary for distribution to stakeholders and the community in English/Spanish.
- 2.4 Hold a series of public meetings at various locations at key points in the process within Napa County in English and Spanish. (4 meetings)
 - Workshop 1: Existing Conditions/Gaps in services for target populations-statement of need (include survey findings)
 - Workshop 2: Peer programs review-present options for new programs or expansion of existing programs in Napa County-Cost Analysis, Partnerships

- Workshop 3: Funding the need
- Workshop 4: Draft Plan Presentation-Receive comments on draft plan and preferred programs

Deliverables: An inclusive project team and stakeholder effort and a defined multimedia and public meeting effort to involve a broad representation of seniors, individuals with disabilities, and community services and other entities who serve them. Organize public meetings/workshops, provide materials, presentations, meeting notes, comments review (public participation records to be included as plan appendix).

Task 3.0 Review Transportation System and Survey Analysis (Programs and Services)

- 3.1 Review existing countywide plans and surveys:
 - Community Based Transportation Plan (CBTP 2019), Countywide Transportation Plan (2020), Short Range Transit Plan (SRTP), County Health Improvement Plan (CHIP), HAPI Survey (2015), Napa Valley Travel Behavior Study (2020)
- 3.2 Create comprehensive matrix of existing services and providers:
 - Existing transportation services - public, private, community based/volunteer.
 - Existing programs - public, private and community based/volunteer
 - Matrix must include: program or service operator, costs of service, hours of operations, operations area, eligibility
- 3.3 Review senior and disabled populations origin-destination analysis in Replica. Include easy-to-understand overview of travel patterns and key destinations of target population groups.
- 3.4 Identify transportation barriers and obstacles:
 - IRS requirements that are prohibitive for providers
 - Federal restrictions
 - Policy and legislative

Deliverables: Refine Existing Conditions Report identifying origins and destinations and gaps in senior and disabled transportation services and programs. Matrix of programs and services and gaps; restrictions or barriers-systemic, programmatic and legislative.

Task 4.0 Peer Review

- 4.1 Refine Peer Report-provide any missing data and analysis for transportation program/services that serve seniors and individuals with disabilities in the four counties reviewed (El Dorado, Lake, Mendocino, Sonoma)

Deliverables: Revised comparative analysis of existing plans/programs and services include potential for similar services/programs in Napa County (including costs to operate, partnerships)

Task 5.0 Transportation Strategies and Recommendations

- 5.1 Service and program recommendations (public, private and volunteer)
- Include advantages/disadvantages of each
 - Model expanded Vine Go service to understand to what extent nominal expansion could capture significant population numbers.
 - Include recommendation for rural communities – including census designated places such as Angwin, Deer Park, and Pope Valley.
 - Model service options to Adventist Health Hospital, St. Helena
- 5.2 Prioritization
- Benefit/Cost Analysis
- 5.3 Innovation
- Autonomous Vehicles (in context of when and how this technology could serve some communities in the future)
 - Options for third party bookings of TNC rides (and assessment of availability, concepts to increase availability and constraints)
 - Technology-- Access for remote medical appointments; App-based food and pharmacy delivery services

Deliverables: Service and program recommendations with cost analysis (include both start up and long-term program/service operations costs).

Task 6.0 Implementation Plan

- 6.1 Include service/programs for rural and incorporated areas of the county.
- Service/program category by trip type.
 - Shared/not shared.
 - Schedule type (flexible, same-day).
 - Mobility-assisted/unassisted/accessibile.

6.2 Funding

- Source Table- Federal, State, Regional, Local, and non-traditional, such as public/private partnerships, or community based organization operated programs.
- Include requirements, eligibility, restrictions for each source.

6.3 Next Steps

- Evaluation and selection of program/services for implementation (may require additional review or pilot program/service implementation) and responsible agencies/organizations.
- Identify dedicated staff and resources to carryout plan (short term and long term).

6.4 Draft Napa Valley Accessible Transportation Needs Assessment
Include two (2) rounds of review and comments.

Assume presentation of draft study to stakeholder committee, and NVRTA Board for review and comment. Incorporate any final changes requested by the NVRTA Board.

Deliverables: Final Countywide Accessible Transportation Needs Assessment (ATNA) formatted “print-ready” including all appendices, data/GIS files and public outreach documentation.

CONTRACTOR must obtain NVRTA’s approval for any additional services or task performance, and their associated costs, not listed in the scope of work prior to performance.

EXHIBIT B

COST SHEET / FEE SCHEDULE

DESCRIPTION / TASK		COST
Task 1	Study, Scope, Management, Task Schedule & Community Engagement	\$18,151.46
Task 2	Community Engagement Efforts	\$38,332.66
Task 3	Review Transportation System and Survey Analysis	\$21,878.87
Task 4	Peer Review	\$ 3,517.52
Task 5	Transportation Strategies	\$30,300.32
Task 6	Implementation Plan	\$34,706.04
TOTAL COST		\$146,886.86

The total amount to be paid to the CONTRACTOR for the scope of work defined in EXHIBIT A shall not exceed the total amount of \$146,886.86.

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

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

CONTRACTOR shall be paid for actual services provided only.

CONTRACTOR must obtain NVT A's approval for any additional services or task performance, and their associated costs, not listed in the scope of work (Exhibit A) prior to performance.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Professional Services Agreement with Muelreath Public Affairs for Strategic Communications Campaign and Public Relations Services

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to enter into and make minor modifications to Agreement No. 23-C32 with Muelreath Public Affairs Inc. (Attachment 1) for Strategic Communications Campaign and Public Relations Services for a period of two years in an amount not to exceed \$135,750 plus a ten percent (10%) contingency for minor scope changes.

EXECUTIVE SUMMARY

NVTA issued a Request for Proposal (RFP) in November 2023 for a Public Relations and Marketing Consultant to develop, implement, and oversee its public information campaigns. Proposals were received from eleven qualified firms. Muehlrath Public Affairs received the highest score. Muehlrath will be used on enhanced outreach efforts related to the new proposed transportation measure, outreach events to promote the benefits of the Vine Transit System, and other public information campaigns as requested.

FISCAL IMPACT

Yes, up to \$149,325. The funding sources are the 1% admin chargeback for overseeing the NVTA-TA and Transportation Development Act (TDA) funds.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: Professional Services Agreement with Muelreath Public Affairs for Strategic Communications Campaign and Public Relations Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to enter into and make minor modifications to Agreement No. 23-C32 with Muelreath Public Affairs Inc. (Attachment 1) for Strategic Communications Campaign and Public Relations Services for a period of two years in an amount not to exceed \$135,750 plus a ten percent (10%) contingency for minor scope changes.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Staff is recommending hiring a public relations firm to spearhead the development and management of the agency's public information campaigns. Primary in that effort will be to disseminate information and engage the public on the Transportation Sales Tax Measure and promote the Vine Transit system.

The scope of work sought a consultant who has a proven track record of executing informational campaigns and developing marketing materials that assist government organizations in communicating to the public.

The evaluation team consisted of NVTA employees who reviewed and ranked the proposals. Eleven qualified proposals were received and evaluated based on the criteria set forth in the RFP, as follows:

- 35% Understanding of Work to be Done
- 30% Firm, Entity of Individual Background and Experience

-
- 20% Qualifications of the Proposer
 - 15% Cost

Staff is recommending an award to Muelreath Public Affairs. The firm has proven experience with strategic communications implementing successful transportation sales tax informational campaigns and other public marketing campaigns. A recent example is Muelreath Public Affairs successfully assisted Sonoma County Transportation Authority with their most recent sales tax measure extension, which passed in 2020. Muelreath Public Affairs also demonstrated that it is familiar with the Napa Valley and has strong connections and work experience in the North Bay.

ALTERNATIVES

The NVTA Board could elect not to approve the proposed consulting contract, and NVTA staff could take the lead to develop informational materials for the sales tax public information campaign and market the Vine Transit system but lacks the staffing and certain areas of expertise. The selected public relations firm will play a pivotal role in amplifying NVTA's voice and initiatives associated with the Vine Transit and the proposed sales tax measure. The forthcoming strategies will be crafted to foster a constructive dialogue with the public, bolstering the agency's reputation.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently: A professional public relations firm will be more efficient in messaging and developing more sophisticated materials than agency staff who may not have the time or technical expertise to run professional marketing and informational campaigns.

ATTACHMENT

- (1) Draft Professional Services Agreement with Muelreath Public Affairs Inc.

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 23-C32

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2024, 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 Muelrath Public Affairs, Inc., a Corporation registered to do business in the State of California, whose mailing address is 318 Mendocino Avenue, Santa Rosa, CA 95401, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NVTA wishes to obtain specialized Strategic Communications Campaign and Public Relations Services; 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 **31 December 2025**, 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 this Agreement shall be to the date shown above with the option to extend the term conditional to review and recommendation of NVTA, and the satisfactory negotiation of terms, including pricing structure.

2. **Scope of Services.** CONTRACTOR shall provide NVTa those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$137,500** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA

Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

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

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

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

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

14. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that 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
Robert L. Muelrath II
President & CEO
318 Mendocino Avenue
Santa Rosa, CA 95401

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 April 18, 2018.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on April 18, 2018.

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

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on April 18, 2018.

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

17. **No Assignments or Subcontracts.**

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

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

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

19. **Interpretation; Venue.**

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

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

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

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

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

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

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

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

22. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of

CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least three (3) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

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

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude 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. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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

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

"NVT A"

"CONTRACTOR"

Muelrath Public Affairs, Inc.

By _____
KATE MILLER, Executive Director

By _____
ROBERT L. MUELRATH II
President & CEO

Approved as to Form:

By _____

NVTA General Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

Strategic Communications Campaign and Public Relations Services as per scope of work attached.

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

I. **GENERAL.** The Napa Valley Transportation Authority (NVTa) needs the CONTRACTOR to develop and oversee its public information campaigns and develop marketing materials that assist NVTa in the communication to members of the public about public transit, transportation infrastructure, government policy, and local sales tax programs.

II. **SCOPE OF WORK.** In coordination with NVTa staff, develop NVTa public information campaign approaches, and implement public information campaigns and materials which initially will be focused on a proposed sales tax measure for the November 2024 ballot. Additional work may include but is not limited to:

- Measure T Sales Tax Program
- Public Transportation including Fixed Route and Other Services
- Transportation Projects/Infrastructure
- Transportation Plans which may include but are not limited to the Countywide Transportation Plan, Countywide Active Transportation Plans, Vision Zero Plan.
- Government Policy
- Travel Demand and Micro-Mobility

III. **TASKS / DELIVERABLES.** The initial task will focus on developing a campaign for a proposed November 2024 Transportation Sales Tax Measure. When developing project costs, proposers should limit their scope and staff costs to respond to the November 2024 Sales Tax Measure only consistent with the tasks specified below. The sales tax measure will continue the existing ½ cent sales tax, extend the sales tax for 30 years, issue bonds, and develop an expenditure plan that will include highway projects.

CONTRACTOR shall provide, but not as to limit to, the following assistance and services:

Task 1 Planning and Project Management

- 1.1 Work with the project team, refine project scope, develop a project schedule with specific milestones.
- 1.2 Schedule meetings with Agency staff to coordinate project

initiation and regular project updates.

- 1.3 Development of key messages.
- 1.4 Development of campaign branding.
- 1.5 Development of a list of frequently asked questions and responses.

Task 2 Meetings and Events

- 2.1 Attend and present materials at public meetings, virtual meetings, meetings-in-a-box, pop-ups at existing NVTAs events, civic groups, local/jurisdictional board and council meetings, and other opportunities to engage with voters and share election information.

Task 3 Printed Materials. CONTRACTOR shall develop -

- 3.1 Brochures, rack cards, fact sheets, including development of copy, design, revisions and review, printing, and distribution at in-person engagement opportunities.
- 3.1 Postcards, including development of copy, design, revisions, and review, for countywide mailing. Newsletter content for the NVTAs online newsletters, including articles and/or special designs or inserts.
online newsletters, including articles and/or special designs or inserts.
- 3.2 Digital media for social media sites and the website. NVTAs shall coordinate and execute any countywide mailings related to this campaign.

Task 4 Proposed Sales Tax Measure Webpage

- 4.1 Develop a Proposed Sales Tax Measure webpage hosted within NVTAs WordPress website, www.nvta.ca.gov.
- 4.2 Maintain NVTAs website current throughout the duration of the campaign including, at minimum:
 - Relevant historical information
 - Need for funding
 - Uses of funding
 - Revenue and financial modeling
 - FAQ section to address common questions

Task 5 Social Media

- 5.1 Develop social media campaigns for NVTa on established social media channels (Facebook, Instagram, and Nextdoor) addressing relevant project milestones.

Task 6 Videos

- 6.1 Produce and publish two (2) to five (5) short videos addressing overall descriptions of the sales tax, funding/expenditure breakdowns of the proposed sales tax, explaining the projects funded by the tax and their benefits to the public.

Task 7 Media Relations Efforts

- 7.1 Develop content for news releases targeted toward Napa County area media outlets.
- 7.2 Coordinate coverage opportunities.
- 7.3 Create a media kit.

- IV. OTHER DUTIES.** NVTa may request CONTRACTOR to assist in the development of other, non-Sales Tax Measure related educational materials, news stories, and briefing documents on long term concerns, as well as current issues, to ensure the quality and consistency of information provided to the public. This may include writing technical information and preparing other print and media materials in an easily readable and understandable format and issuing press releases. CONTRACTOR will prepare a separate budget for public campaigns outside the November 2024 proposed Sales Tax Measure for any future work related to other public information campaign.

CONTRACTOR must obtain NVTa's approval for any additional services or task performance, and their associated costs, not listed in the scope of work prior to performance.

EXHIBIT B

COST SHEET / FEE SCHEDULE

DESCRIPTION / TASK	COST
TASK 1 Planning and Project Management	\$110,000
TASK 2 Meetings and Events	\$ -0-
TASK 3 Printed Materials	\$ 6,750
TASK 4 Proposed Sales Tax Measure Webpage	\$ 1,500
TASK 5 Social Media	\$ 2,500
TASK 6 Videos	\$ 15,000
TASK 7 Media Relations Efforts	\$ -0-
TOTAL COST	\$135,750

The total amount to be paid to the CONTRACTOR for the scope of work defined in EXHIBIT A shall not exceed the total amount of \$135,750.

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

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

CONTRACTOR shall be paid for actual services provided only.

CONTRACTOR must obtain NVTAs approval for any additional services or task performance, and their associated costs, not listed in the scope of work (Exhibit A) prior to performance.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal and State Legislative update.

EXECUTIVE SUMMARY

The attached memos from Platinum Advisors summarizes recent federal and state legislative activities respectively.

FISCAL IMPACT

None



January 17, 2024
NVRTA Board Agenda Item 11.4

Continued From: New
Action Requested: INFORMATION

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

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

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board receive the Federal Legislative update (Attachment 1), State Legislative Update (Attachment 2) prepared by Platinum Advisors.

BACKGROUND

Federal Update:

Subsequent to receiving the attached report from Platinum, it appears that Congressional leaders have reached a deal on 2024 appropriations bills. The agreement will follow the spending plan laid out in last year's debt limit agreement which established defense spending (\$886.3 billion) and non-defense spending (\$772.7 billion) amounts. The agreement entails rescinding \$16 billion in previously-appropriated funds which includes \$6.1 billion in pandemic aid and \$20.2 billion in IRS funding rescissions. Nevertheless, there is still no agreement on a short-term stopgap spending measure which is likely to be needed to avoid a partial government shutdown on January 19th. Agencies funded by the remaining eight bills would see their appropriations lapse on February 2nd which is not a lot of time for lawmakers to finalize the legislation and pass it out of both chambers.

Based on information that is known to date, formula funds and competitive grant programs included in the Infrastructure Investment and Jobs Act (IIJA or Bipartisan Infrastructure Bill) should be safe.

The Department of Transportation is considering updating accessibility guidelines for buildings and facilities that could require secondary elevators, wayfinding to address visual and cognitive disabilities, and auditory upgrades to ensure people who are hearing impaired are able to receive announcements and emergency instructions.

FTA is considering rulemaking that would establish minimum baseline standards and risk-based requirements to address transit worker and public safety.

The Department of Transportation awarded \$813 million in Safe Streets and Roads for All (SS4A) grants. In total 385 grants were awarded. City of Napa received a SS4A planning grant in the amount of \$280,000.

State Update

Speaker Robert Rivas (29th District – Monterey/Salinas) announced new chairs. Assemblymember Cecilia Aguiar-Curry will replace Isaac Bryan as the new Majority Leader. Lori Wilson (11th District – Suisun) has been named chair of the Assembly Transportation Committee.

Senator President Pro Tem Atkins will be termed out in 2024 and the Senate Democrat Caucus elected Senator Mike McGuire (Senate District 2 - includes Marin and Sonoma) in August to be the next Senate Leader and he will assume that position on February 5th.

There is a lot of gloom and doom on the revenue front – the Legislative Analyst Office estimates that over a 3-year budget window the state is facing a \$68 billion deficit and recommends a three-pronged approach to address the deficit including using reserves, reducing Proposition 98 spending and other one-time spending.

Senator Wahab (Senate District 10) introduced SB 397 that would consolidate all Bay Area Transit systems under CalSTA. After receipt of an opposition letter from the California Transit Association and pressure from labor, the Senator pulled the legislation from being heard in committee.

Senator Weiner is working on authoring a bill that would allow MTC to move forward with a transportation ballot measure in 2026. Staff met with both Senator Weiner's staff and then with Senator Weiner as part of the Bay Area Small Operator caucus to discuss his vision for the bill. Senator Weiner indicated an interest to include language that would mandate restructuring of the Bay Area's transit systems. One concern is the impacts a legislative mandate would have on Bay Area transit systems before MTC's Network Management approach is solidified and implemented. There is also concern from Bay Area transit operators about how legislative efforts, the State's effort (SB 125 – Transit Transformation Task Force) and the regional effort will align.

ATTACHMENTS

- (1) December 29, 2023 Federal Update (Platinum Advisors)
- (2) December 29, 2023 State Update (Platinum Advisors)

PLATINUM | ADVISORS

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority (NVT A)

FROM: Jessica Aune, Platinum Advisors

DATE: Friday, December 29, 2023

RE: Napa Valley Transportation Authority December 2023 Monthly Report

State of Play and Congressional Update

Lawmakers face a significant to-do list upon their return to Capitol Hill in January after lead negotiators in the Senate were unsuccessful in securing a final agreement on border security and immigration in exchange for new assistance to Ukraine's military forces. There are only eight legislative working days to complete work on the first set of FY 2024 spending bills as designated by November's bipartisan continuing resolution. Significant differences in top-line spending differences are yet to be resolved by the "four corners" of the Congressional Appropriations committees. If Congress is to avert a government shutdown, yet again, and replenish the Pentagon's coffers for Kyiv, leadership in both chambers will have to move at an accelerated pace.

This month, both the House and Senate passed the annual National Defense Authorization Act along bipartisan margins. While the measure authorizes \$886.3 billion in spending on U.S. national security programs, the funds have yet to be appropriated due to remaining disagreements over the FY 2024 Defense appropriations bill.

Before recessing for the year, the Senate passed a two-month extension of the Federal Aviation Administration (FAA) by unanimous consent. However, lawmakers in the Senate Commerce Committee made little progress this month to resolve differences over pilot training requirements. The House passed a five-year FAA reauthorization bill in July. Last month's report outlining safety concerns with the country's outdated air traffic controller's system has placed greater pressure on the Senate to complete its work with few results to show.

HOUSE TRANSPORTATION & INFRASTRUCTURE HEARING ON IIJA IMPLEMENTATION

The House Transportation and Infrastructure Subcommittee on Highways held [an oversight hearing](#) to examine the implementation of multimodal provisions included in the Infrastructure Investment and Jobs Act of 2021 (IIJA). Overall, Republican members highlighted a reduction in purchasing power provided by IIJA for surface transportation projects due to rising construction costs while Democrats applauded agency heads for jointly pursuing policies on environmental quality and equitable access to public transportation.

Witnesses answered a series of varied questions related to the Department of Transportation's (DOT) regulatory agenda, including bolstering climate resiliency of transportation and infrastructure projects through new vehicle emissions reporting requirements. Members expressed concern about a delay in the rollout of federal electric vehicle (EV) charging infrastructure funded through IIJA and whether permitting process were slowing project deployment.

Fall 2023 Regulatory Agenda

Twice annually, the federal government releases its Unified Regulatory Agenda to provide updates on its planned regulatory actions for the upcoming year.

DOT/Office of the Secretary

- DOT is considering rulemaking to explore the revisions to minimum guidelines for accessibility for buildings and facilities. The RFI is expected to be published in June 2024. Below are possible guidelines:
 - (1) Secondary elevators to improve the reliability of access to stations and facilities for persons unable to negotiate stairs or escalators;
 - (2) improvements in wayfinding that would benefit all riders, but particularly those who are blind, have low vision, have cognitive disabilities, or are neurodiverse, and are prevented from otherwise navigating the system independently; and
 - (3) induction loops that would bring clarity to announcements and emergency instructions to people who are deaf or hard of hearing.
- DOT is considering rulemaking to update the Transportation Priorities and Allocation System (TPAS) regulation by including T1 - Federal emergency preparedness, mitigation, response, and recovery on the list of programs approved for priorities and allocations support. The program authorizes Defense Production Act priority and allocation authority for qualified emergency preparedness, mitigation, response, and recovery activities related to civil

transportation. The Notice of Proposed Rulemaking (NPRM) is expected to be published in July 2024.

DOT/FHWA

- Joint rulemaking would amend Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) regulations for Statewide and Nonmetropolitan and Metropolitan Transportation Planning and Programming. The rulemaking would implement relevant requirements of the Bipartisan Infrastructure Law (BIL), consider allowing additional flexibility in the development of the Transportation Improvement Program, and consider updates to transportation planning factors and plan requirements. The NPRM is expected to be published in May 2024.
- The FHWA is considering updating HSIP regulations under 23 CFR part 924 to incorporate the Safe System approach, clarify the scope of the Highway Safety Improvement Program (HSIP) to focus on the safety of all road users on the entire public roads network, improve evaluation practices and data collection, and streamline reporting. The NPRM is expected to be published in December 2023.
- FHWA is considering rulemaking to amend 23 CFR part 680 to clarify that non-proprietary EV charging connectors would be eligible for funding under the NEVI program. This rulemaking would also make some minor changes to clarify existing regulatory text. The interim final rule is expected to be published in December 2023.

DOT/FTA

- FTA is considering rulemaking that would establish minimum baseline standards and risk-based requirements to address transit worker and public safety. The NPRM is expected to be published in February 2024.
- FTA is considering rulemaking that would amend 'Buy America' requirements to incorporate changes made by the Bipartisan Infrastructure Law and to make other updates and amendments. The NPRM is expected to be published in April 2024.

Pending Legislation of Interest

[H.R. 125](#) — To prohibit the imposition of mask mandates on public transportation.

Sponsor: Biggs, Andy [Rep.-R-AZ-5]

Introduced: 1/9/2023

[H.R.327](#) — **To reduce the tax credit for new qualified plug-in electric drive motor vehicles by State subsidies for these vehicles.**

Sponsor: Estes, Ron [Rep.-R-KS-4]

Introduced: 1/12/2023

[H.R.490](#) — **To establish the Federal Infrastructure Bank to facilitate investment in, and the long-term financing of, economically viable U.S. infrastructure projects that provide a public benefit.**

Sponsor: Webster, Daniel [Rep.-R-FL-11]

Introduced: 1/24/2023

[S.63](#) — **A bill to adjust the effective date for application of certain amendments made with respect to the credit for new clean vehicles.**

Sponsor: Manchin, Joe, III [Sen.-D-WV]

Introduced: 1/25/2023

[H.R.495](#) — **To amend the National Environmental Policy Act of 1969 to authorize assignment to States of Federal agency environmental review responsibilities.**

Sponsor: Calvert, Ken [Rep.-R-CA-41]

Introduced: 1/25/2023

[H.R.852](#) — **To direct the Attorney General to establish a grant program for civilian traffic violation enforcement.**

Sponsor: Rep. Torres, Ritchie [D-NY-15]

Introduced: 2/06/2023

[H.R.873](#) — **To authorize the Administrator of the Environmental Protection Agency to award grants and contracts for projects that use emerging technologies to address threats to water quality, and for other purposes.**

Sponsor: Rep. Donalds, Byron [R-FL-19]

Introduced: 2/08/2023

[S.352](#) — **Highway Formula Modernization Act of 2023**

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 2/09/2023

[H.R. 1500](#) – **To establish a program to use anonymized data from third party entities to inform infrastructure planning decisions and improve transportation management capabilities.**

Introduced: 3/09/2023

Status: Advanced from T&I committee

[H.R.1665](#) — **To direct the Secretary of Transportation to establish a program to provide grants to local governments to install publicly accessible safety charging stations for electric bicycles and scooters, and for other purposes.**

Sponsor: Velazquez, Nydia M. [Rep.-D-NY-7]

Introduced: 03/17/2023

[S.876](#) — **A bill to establish a 90-day limit to file a petition for judicial review of a permit, license, or approval for a highway or public transportation project, and for other purposes.**

Sponsor: Cruz, Ted [Sen.-R-TX]

Introduced: 03/21/2023

[H.R.1668](#) — **To amend title 23, United States Code, with respect to the highway safety improvement program, and for other purposes.**

Sponsor: Blumenauer, Earl [Rep.-D-OR-3]

Introduced: 03/21/2023

[H.R.2664](#) — **Transportation Innovation Coordination Act**

Sponsor: DelBene, Suzan K. [Rep.-D-WA-1]

Introduced: 04/18/2023

[H.R.3082](#) - **MOBILE Act**

Sponsor: Cohen, Steve [D-TN-9]

Introduced: 05/05/2023

[S.1535](#) — **A bill to require the Administrator of the Federal Aviation Administration to promulgate regulations to allow the transport of firefighters on board a covered aircraft operated on a mission to suppress a wildfire, and for other purposes.**

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 05/10/2023

[H.R.3411](#) - **To increase access to higher education by providing public transit grants.**

Sponsor: Fitzpatrick, Brian K. [R-PA-1]

Introduced: 05/17/2023

[H.R.3468](#) — **To direct the Secretary of Energy to establish a grant program to facilitate electric vehicle sharing services operated at public housing projects, and for other purposes.**

Sponsor: Barragan, Nanette Diaz [D-CA-44]

Introduced: 05/18/2023

[H.R.3785](#) — **To amend title 23, United States Code, to require that public employees perform construction inspection work for federally funded highway projects, and for other purposes.**

Sponsor: Rep. Garamendi, John [D-CA-8]

Introduced: 06/01/2023

[H.R.3845](#) — **To amend title 23, United States Code, to increase accessible transportation for individuals with disabilities.**

Sponsor: Titus, Dina [Rep.-D-NV-1]

Introduced: 06/06/2023

[H.R.3896](#) — **To establish an airport infrastructure resilience pilot program.**

Sponsor: Cohen, Steve [Rep.-D-TN-9]

Introduced: 06/07/2023

[S.1929](#) — **A bill to direct the Administrator of the Federal Aviation Administration to provide progress reports on the development and implementation of the national transition plan related to a fluorine-free firefighting foam, and for other purposes.**

Sponsor: Peters, Gary C. [Sen.-D-MI]

Introduced: 06/12/2023

[S.1946](#) — **A bill to amend title 49, United States Code, to allow the owner or operator of a small hub airport that is reclassified as a medium hub airport to elect to be treated as a small hub airport, and for other purposes.**

Sponsor: Sen. Blackburn, Marsha [R-TN]

Introduced: 06/13/2023

[S.2075](#) — **A bill to amend the Infrastructure Investment and Jobs Act to modify the Safe Streets and Roads for All program.**

Sponsor: Fetterman, John [Sen.-D-PA]

Introduced: 06/21/2023

[S.Res.274](#) — **A resolution expressing the sense of the Senate to reduce traffic fatalities to zero by 2050.**

Sponsor: Blumenthal, Richard [Sen.-D-CT]

Introduced: 06/22/2023

[H.R.4598](#) — **To provide for disadvantaged business enterprise supportive services programs at modal administrations of the Department of Transportation, and for other purposes.**

Sponsor: Aguilar, Pete [Rep.-D-CA-33]

Introduced: 07/13/2023

[H.R.4621](#) — **To improve the environmental review process for highway projects through the use of interactive, digital, cloud-based platforms, and for other purposes.**

Sponsor: Johnson, Dusty [R-SD-At Large]

Introduced: 07/13/2023

[H.R.4636](#) — **To direct the Secretary of Transportation to establish a Wireless Electric Vehicle Charging Grant Program, and for other purposes.**

Sponsor: Stevens, Haley M. [Rep.-D-MI-11]

Introduced: 07/14/2023

[H.R.4728](#) — **To amend title 49, United States Code, to provide for free public transportation for individuals who are recently released from incarceration.**

Sponsor: Cleaver, Emanuel [Rep.-D-MO-5]

Introduced: 07/20/2023

[H.R.4857](#) — **Equitable Transit Oriented Development Support Act**

Sponsor: DeSaulnier, Mark [Rep.-D-CA-10]

Introduced: 07/25/2023

[S.2480](#) — **CHARGE Act of 2023**

Sponsor: Markey, Edward J. [Sen.-D-MA]

Introduced 07/25/2023

[H.R.4908](#) — **Expedited Federal Permitting for California Act**

Sponsor: Garamendi, John [Rep.-D-CA-8]

Introduced: 07/26/2023

[H.R.4982](#) — **Tolling Transparency Act of 2023**

Sponsor: Chavez-DeRemer, Lori [Rep.-R-OR-5]

Introduced: 07/27/2023

[H.R.5154](#) — **CHARGE Act of 2023**

Sponsor: Ocasio-Cortez, Alexandria [Rep.-D-NY-14]

Introduced: 08/04/2023

[H.R.5242](#) — **CONNECT Act of 2023**

Sponsor: Pettersen, Brittany [Rep.-D-CO-7]

Introduced: 08/18/2023

[H.R.5359](#) — **Rural Development Modernization Act**

Sponsor: Costa, Jim [Rep.-D-CA-21]

Introduced: 09/08/2023

[H.R.5437](#) — **Protecting Infrastructure Investments for Rural America Act**

Sponsor: Finstad, Brad [Rep.-R-MN-1]

Introduced: 09/13/2023

[S.2855](#) — **A bill to modernize and streamline the permitting process for broadband infrastructure on Federal land, and for other purposes.**

Sponsor: Barrasso, John [Sen.-R-WY]

Introduced: 09/20/2023

[H.R.5656](#) — **To amend the Internal Revenue Code of 1986 to provide a tax credit for new off-road plug-in electric vehicles.**

Sponsor: Phillips, Dean [Rep.-D-MN-3]

Introduced: 09/21/2023

[S.2882](#) — **Stop EV Freeloading Act**

Sponsor: Fischer, Deb [Sen.-R-NE]

Introduced: 09/21/2023

[H.R.5859](#) — **To direct the Secretary of Transportation to establish a program to provide grants to protection and advocacy systems to advocate for individuals with disabilities to access transportation, and for other purposes.**

Sponsor: Wilson, Frederica S. [Rep.-D-FL-24]

Introduced: 09/29/2023

[H.R.5980](#) — **To amend title 49, United States Code, to authorize state of good repair grants to be used for public transportation resilience improvement, and for other purposes.**

Sponsor: Espaillat, Adriano [Rep.-D-NY-13]

Introduced: 10/18/2023

[S.3080](#) — **Resilient Transit Act of 2023**

Sponsor: Gillibrand, Kirsten E. [Sen.-D-NY]

Introduced: 10/18/2023

[H.R.6178](#) — **Bidirectional Electric Vehicle Charging Act of 2023**

Sponsor: Brownley, Julia [Rep.-D-CA-26]

Introduced: 11/02/2023

[H.R.6199](#) — **Build More Housing Near Transit Act of 2023**

Sponsor: Peters, Scott H. [Rep.-D-CA-50]

Introduced: 11/02/2023

[S.3216](#) — **Build More Housing Near Transit Act of 2023**

Sponsor: Schatz, Brian [Sen.-D-HI]

Introduced: 11/02/2023

[S.3246](#) — Building Safer Streets Act

Sponsor: Fetterman, John [Sen.-D-PA]

Introduced: 11/07/2023

[H.R.6376](#) — To require certain grant recipients of transit and highway transportation projects to establish and contribute to a business uninterrupted monetary program fund, and for other purposes.

Sponsor: Correa, J. Luis [Rep.-D-CA-46]

Introduced: 11/13/2023

[H.R.6665](#) — To amend the Internal Revenue Code of 1986 to eliminate certain fuel excise taxes and impose a tax on greenhouse gas emissions to provide revenue for maintaining and building American infrastructure, and for other purposes.

Sponsor: Fitzpatrick, Brian K. [Rep.-R-PA-1]

Introduced: 12/07/2023

[S.3477](#) — A bill to increase access to higher education by providing public transit grants.

Sponsor: Casey, Robert P., Jr. [Sen.-D-PA]

Introduced: 12/12/2023

Executive Branch

Biden-Harris Administration

Under direction by the Biden administration, seven federal agencies – the Departments of Commerce, the Interior, Agriculture, Labor and Energy, the Environmental Protection Agency, and AmeriCorps – have [entered into a Memorandum of Understanding \(MOU\)](#) that will serve as a blueprint for the multiagency American Climate Corps (ACC). Modeled after the Civilian Conservation Corps, the ACC will serve as a workforce training and service initiative for young Americans in the clean energy and climate resiliency economy.

The Biden administration [announced a final rule](#) implementing the President's *Executive Order 14063* requiring Project Labor Agreements (PLAs) for large-scale federal construction projects where the total cost for the government is estimated to be \$35 million or more. The final rule provides meaningful implications for new infrastructure projects funded in part by the Bipartisan Infrastructure Law. The White House's 'Bidenomics' agenda is centered on strengthening U.S. worker protections and rights while promoting domestic production of necessary construction materials, such as steel and cement. With a divided Congress, the White House has increasingly utilized the President's executive powers to further its policy agenda ahead of the 2024 elections.

Department of Transportation (DOT)

DOT [awarded](#) \$813 million of funding through the 385 Safe Streets and Roads for All (SS4A) grant program, which go directly to regional and local agencies for the development of road safety action plans and improvement of unsafe roadway corridors. The City of Napa was awarded a grant to conduct a Complete Streets corridor study for an arterial roadway in Napa's High Injury Network (HIN). The demonstration involves two technology pilots: 1) a system to deliver digital alerts of emergency response vehicles, and 2) providing real-time alerts to police officers of drivers speeding, using a phone, and not wearing a seatbelt.

DOT [announced](#) a \$25 million funding opportunity for its Rural Autonomous Vehicle research program, which facilitates research on the benefits and responsible application of automated vehicles and associated mobility technologies in rural and Tribal communities. One \$15 million award will focus on passenger transportation, and a separate \$10 million award will focus on movement of freight to support and enable automated freight and delivery vehicles serving rural areas.

DOT [awarded](#) \$645.3 million from the Rural Surface Transportation Grant Program, which supports projects to improve and expand the surface transportation infrastructure in rural areas to increase connectivity, improve the safety and reliability of the movement of people and freight, and generate regional economic growth. The program invests a total of approximately \$2 billion through 2026 for projects that improve highways, bridges, and tunnels, address highway safety, increase access to agricultural, commercial, energy, or freight facilities, and bring flexible transit services to rural areas.

Joint Office of Energy and Transportation (Joint Office)

The Joint Office [announced](#) the implementation of J3400 TM, a new standard for charging EVs published by the Society of Automotive Engineers (SAE). Any supplier or manufacturer of EV charging systems will now be able to use and deploy the Tesla-developed North America Charging Standard (NACS) connector. The SAE International Technical Information Report (TIR) is a key step in the standards development process to define the design, construction, and technical characteristics of motor vehicle components like the connectors and inlets used to charge EVs.

Federal Highway Administration (FHWA)

FHWA [announced](#) an Advanced Notice of Proposed Rulemaking – also referred to as a Request for Information – to solicit feedback from the public on updating FHWA's minimum standards and requirements for electric vehicle (EV) charging stations to allow

for new technology and continued innovation. The RFI will provide the FHWA with suggestions to fully incorporate new technology and innovation, such as the SAE J3400TM, into its minimum standards for federally-funded EV charging stations.

FHWA [awarded](#) \$110 million in Wildlife Crossings Pilot Program grants to support projects that construct wildlife crossings circumventing busy roadways, add fencing, and acquire tracking and mapping tools. The California DOT will receive \$8 million to reduce wildlife vehicle collisions and connect animal habitats between protected State Park lands on either side of US 101.

Federal Transit Administration (FTA)

FTA [announced](#) the availability of \$343 million in FY 2024 federal funding through the All-Stations Accessibility Program, which supports upgrades (i.e. installation of elevators) to subway, commuter rail, and light rail systems in order to meet the Americans with Disabilities Act (ADA) standards.

The Federal Transit Administration is set to publish a proposed [general directive](#) in the Federal Register today aimed at addressing the rise in assaults on transit workers. It would require transit agencies to assess risk and develop mitigation plans, Lillianna Byington reports.

Federal Aviation Administration (FAA)

FAA [convened](#) a three-member panel to examine how the latest science on sleep needs and fatigue considerations could be applied to air traffic controller work requirements and scheduling. The panel will identify potential ways the FAA could better address controller fatigue. The panel will begin its work in early January and provide a final report to the FAA six weeks later.

FAA [awarded](#) \$66.2 million in Airport Infrastructure Grant program funds to 66 projects for projects to modernize terminals, increase safety, expand capacity, and replace equipment. In total, the Bipartisan Infrastructure Law invests \$25 billion over five years in U.S. airports. Many grants awarded contain an element that involves improving drainage, replacing or purchasing equipment and building new terminals, towers, roads, taxi lanes, and runway signage.

PLATINUM | ADVISORS

December 29, 2023

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

New Chairs: Speaker Rivas showed who he was thankful for by announcing new chairs and leadership changes the day before Thanksgiving. This was an announcement that has been long awaited and was proceeded by a flurry of rumors about who was in and who was out. The only real surprise was the demotion of Assemblyman Isaac Bryan who was relieved of his duties as Majority Leader only five months after being named to the post. The following are some of the other changes announced:

- Assemblymember Cecilia Aguiar-Curry has been named Majority Leader.
- Assemblymember Jim Wood has been named Speaker Pro Tempore.
- Assemblymember Matt Haney has been named Majority Whip.
- Assemblymember Buffy Wicks has been named chair of Appropriations.
- Assemblymember Jesse Gabriel has been named chair of Budget.
- Assemblymember Lori Wilson has been named chair of Transportation.
- Assemblymember Mia Bonta has been named chair of Health.
- Assemblymember Liz Ortega has been named chair of Labor & Employment.
- Assemblymember Rebecca Bauer Kahan has been named chair of Privacy & Consumer Protection.

New Pro Tem: With Senate President Pro Tem Toni Atkins being termed out in 2024, the Senate Democrat Caucus in August elected Senator Mike McGuire to be the next Senate leader. However, this election did not specify a transition date. On December 4th, it was announced Senator McGuire will be sworn in as the next President Pro Tempore of the Senate on February 5th.

Senator McGuire will take the helm at a fiscally turbulent time. The state budget deficit could potentially reach \$68 billion according to the Legislative Analyst's Office (LAO). While the new Pro Tem will have to make tough decisions, this early transition date will enable Senator McGuire to have his team in place to meet this challenge.

Deficit Looms: The LAO released its fiscal outlook [report](#) and estimates over the three-year budget window the state is facing a potential \$68 billion deficit. Because the income tax filing deadline was extended for most of the state to November 16th, the 2023-24 budget relied on revenue estimates instead of actual receipts from the 2022 tax year. Breaking down this large deficit is always confusing. The LAO has lowered the revenue estimate by \$58 billion over the 2023-24 through 2024-25 budget window, and adjusts downward the 2021-22 ending fund balance and growing program costs to reach this shortfall. Nearly half of the \$58 billion revenue reduction is attributable to revenues in 2022-23 being 25% lower than projected, or \$26 billion below the target.

While the release of the Governor's budget in January will shed more light on how dire the outlook may be, the LAO's report lists the following areas for the legislature to consider in order to balance the budget.

- **Withdraw Reserves.** The LAO estimates the state would have about \$24 billion in reserves to help address the budget problem.
- **Reduce Proposition 98 Spending.** Over the three-year budget window, the state could reduce General Fund costs by \$16.7 billion by lowering school spending in accordance with Proposition 98, including the use of existing Proposition 98 reserves.
- **Reduce Other One-Time Spending.** The LAO estimates the state has at least \$8 billion in one-time and temporary spending slated for 2024-25 that could be pulled back to help address the budget problem. This includes spending of \$2.2 billion in transportation, \$1.9 billion in natural resources and environment, and \$1.8 billion in various education programs. In addition, the LAO points out there are potentially billions of dollars more in spending from prior years that has been committed but not yet distributed.

Following the release of the LAO's revenue outlook, the Department of Finance (DOF) sent a letter for all state agencies and departments directing them to limit spending. The letter directed all agencies and departments to limit spending on new goods and services contracts, reducing information technology costs, limiting vehicle replacements, limiting office supply purchases, reducing non-essential travel, and cancelling some leave buy-back programs, to name a few. It's going to be a bumpy ride.

Session Resumes: The second half of the two-year session begins on January 3rd. The second half always starts fast as legislators rush to get all two-year bills out of their house of origin by the end of January. With this rush, bills languishing in policy committees are gutted and amended and many new proposals pop up with little notice.

One new proposal on the horizon is SB 397. Senator Aisha Wahab has drafted amendments for SB 397 that directs CalSTA to develop a plan to consolidate ALL transit

agencies located within the Bay Area. While there are many practical and political issues with this proposal, it is the first step by Senator Wahab to re-examine transit service in the region and explore ways to improve service. SB 397 should be “in print” on January 3rd and could be heard by the Senate Transportation Committee as early as January 9th.