

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, December 18, 2024
1:00 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>

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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 comunicaci3n a las personas discapacitadas y los individuos con conocimiento limitado del ingl3s quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al n3mero (707) 259-8633. Requerimos que solicite asistencia con tres d3as h3biles de anticipaci3n 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. Approval of Board Member 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. CONSENT AGENDA ITEMS

- 9.1 **Meeting Minutes of November 7, 2024 (Laura Sanderlin) (Pages 8-9)**

Recommendation: Board action will approve the minutes of the November 7th Special meeting.

Estimated Time: 1:15 p.m.

Attachments: [Draft Minutes](#)

- 9.2 **Meeting Minutes of November 20, 2024 (Laura Sanderlin) (Pages 10-13)**

Recommendation: Board action will approve the minutes of the November 20th regular meeting.

Estimated Time: 1:15 p.m.

Attachments: [Draft Minutes](#)

9.3 Resolution 2024-18 Authorizing the Submittal of Applications with the Federal Transit Administration (FTA) (Antonio Onorato)
(Pages 14-20)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 2024-18 authorizing the Executive Director or designee to submit applications for Federal Transit Administration (FTA) Formula and Surface Transportation Program funds for Capital Projects, Operating Assistance, ADA Paratransit Operating Assistance, and Preventive Maintenance, committing the necessary local match for FTA grant funded projects, and Stating the Assurance of NVTA to complete programmed projects.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

9.4 Amendment to Agreement with Park Engineering for the St. Helena to Calistoga Napa Valley Vine Trail Project (Grant Bailey)
(Pages 21-25)

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 to NVTA Agreement No. 21-21-CM02 with Park Engineering for Construction Management and Inspection Services in an amount not to exceed \$40,000 bringing the total contract amount to \$1,190,233.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

9.5 Planning Consultant Services Agreement for work associated with the Countywide Transportation Plan (CTP) Update (Diana Meehan) (Pages 26-53)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Agreement No. 25-C06 for the update and completion of the Countywide Transportation Plan (CTP) in an amount not to exceed \$350,000.

Estimated Time: 1:15 p.m.

Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

10.1 Election of Vice Chair (Laura Sanderlin) (Pages 54-56)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive a report from the nominating committee and to nominate, discuss, and elect a Vice Chair.

Estimated Time: 1:20 p.m.

Attachments: [Staff Report](#)

11. FUTURE AGENDA ITEMS

12. CLOSED SESSION

12.1 PUBLIC EMPLOYMENT
(Pursuant to Government Code Section 54957(b)(1)
Title: Executive Director

Estimated Time: 1:30 p.m.

13. ADJOURNMENT

13.1 The next Regular Meeting is January 15, 2025.

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, December 13th.

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

Special Meeting

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVRTA Board of Directors

JoAnn Busenbark Board Room

Thursday, November 7, 2024

11:00 AM

1. Call to Order

Chair Joseph called the meeting to order at 11:03am.

2. Pledge of Allegiance

Chair Joseph recited the Pledge of Allegiance.

3. Roll Call

Director Eisenberg in attendance via Zoom under "just cause".

Leon Garcia
Paul Dohring
Mark Joseph
Liz Alessio
Donald Williams
Kevin Eisenberg
Ryan Gregory
Robin McKee-Cant

Non-Voting:

Devereaux Smith

Absent:

Alfredo Pedroza
Scott Sedgley
Margie Mohler

4. Adoption of the Agenda

Motion MOVED by ALESSIO, SECONDED by GARCIA to APPROVE Item 4. Adoption of the Agenda. Motion carried by the following roll call vote:

Aye: 16 - Garcia, Dohring, Joseph, Alessio, Williams, Eisenberg, Gregory, and McKee-Cant

Absent: 8 - Pedroza, Sedgley, and Mohler

5. Public Comment

None

6. Board Member, Executive Director or Staff Comment

None

Special Meeting

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.

7. CLOSED SESSION

The Board entered into Closed Session at 11:07am.

- 7.1 PUBLIC EMPLOYMENT
(Pursuant to Government Code Section 54957(b)(1)
Title: Executive Director
- 7.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:
Initiation of Litigation pursuant to Government Code Section 54956.9(d)(4) (1 potential case)
- 7.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (pursuant to Government Code section 54956.8)
Property APN: 006-195-001, 002 and 003
Agency Negotiator: Executive Director
Negotiating Parties: Paul Irwin, Stan Foltz, Bob Winchell, Walt Blackmon
Under Negotiation: Price and terms of payment

The Board returned from Closed Session at 11:51am with no reportable action.

8. FUTURE AGENDA ITEMS

None

9. ADJOURNMENT

Chair Joseph adjourned the meeting at 11:52am.

- 9.1 The next Regular Meeting is Wednesday, November 20th.

Laura M. Sanderlin, NVTA Board Secretary

***This meeting is also being noticed as a Board of Supervisors' meeting due to having 2 current Board Members (Supervisors Pedroza and Gregory) and 1 Supervisor-Elect (Councilmember Alessio) being in attendance.**

Napa Valley Transportation Authority

625 Burnell Street

Napa, CA 94559

Meeting Minutes NVRTA Board of Directors

JoAnn Busenbark Board Room

Wednesday, November 20, 2024

1:00 PM

1. Call to Order

Chair Joseph called the meeting to order at 1:22pm.

2. Approval of Board Member Remote Participation

Director Alessio in attendance via Zoom, joining under "just cause".

3. Roll Call

Leon Garcia
Alfredo Pedroza
Paul Dohring
Mark Joseph
Liz Alessio
Scott Sedgley
Margie Mohler
Donald Williams
Kevin Eisenberg
Ryan Gregory
Robin McKee-Cant
Anna Chouteau
Non-Voting:
Devereaux Smith

4. Adoption of the Agenda

Motion MOVED by ALESSIO, SECONDED by EISENBERG to APPROVE Item 4. Adoption of the Agenda. Motion carried by the following roll call vote:

Aye: 24 - Garcia, Pedroza, Dohring, Joseph, Alessio, Sedgley, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

5. Public Comment

Public comment by Napa County resident, Justin Hole.

6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and

***This meeting is also being noticed as a Board of Supervisors' meeting due to having 2 current Board Members (Supervisors Pedroza and Gregory) and 1 Supervisor-Elect (Councilmember Alessio) being in attendance.**

Association of Bay Area Governments Update

Director Pedroza reported recent MTC activities.

Director Garcia reported on recent ABAG activities.

Chair Joseph acknowledged meeting adjournment in honor of departing Directors Gregory, Alessio, Garcia and Pedroza.

7. Executive Director's Update

Executive Director Miller reported:

- Staff member, Patrick Band, appointed to CTC Active Transportation Program Technical Advisory Committee
- Transit Transformation Task Force October Meeting recap
- Focus on the Future Conference attendance and presentations
- Upcoming Vine Service changes starting January 7
- Active Transportation Interactive Map distribution

8. Caltrans' Update

Update reported by Amani Meligy, Caltrans.

9. PRESENTATIONS

9.1 Board Member Service Recognition (Kate Miller)

Recognition for departing board members: Director Gregory, Director Alessio, Director Pedroza and Director Garcia.

9.2 Accessible Transportation Needs Assessment (ATNA) Study (Diana Meehan)

Report by Ezra Pincus-Roth and Sophia Constantine of Nelson Nygaard.

{Director Pedroza departed meeting at 2:07pm}

10. CONSENT AGENDA ITEMS

Motion MOVED by GARCIA, SECONDED by SEDGLEY to APPROVE Item 10. Consent Agenda Items 10.1-10.5. Motion carried by the following roll call vote:

Aye: 22 - Garcia, Dohring, Joseph, Alessio, Sedgley, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

Absent: 2 - Pedroza

10.1 Resolution No. 24-17 Amending the Bylaws of the Napa Valley Transportation Authority (NVTA) (Laura Sanderlin) (Pages 10-27)

Attachments: [Staff Report](#)

10.2 Resolution No. 24-15 Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTA) Governing Board for Calendar Year (CY)

***This meeting is also being noticed as a Board of Supervisors' meeting due to having 2 current Board Members (Supervisors Pedroza and Gregory) and 1 Supervisor-Elect (Councilmember Alessio) being in attendance.**

2025 (Laura Sanderlin) (Pages 28-32)

Attachments: [Staff Report](#)

10.3 Resolution No. 24-16 Amending Napa Valley Transportation Authority (NVTA) Conflict of Interest Code (Laura Sanderlin) (Pages 33-39)

Attachments: [Staff Report](#)

10.4 Contract Amendment with Kleinfelder for Construction Services (Grant Bailey) (Pages 50-56)

Attachments: [Staff Report](#)

10.5 Meeting Minutes of October 16, 2024 (Laura Sanderlin) (Pages 57-61)

Attachments: [Draft Minutes](#)

11. REGULAR AGENDA ITEMS

11.1 Construction Contract Award for the Soscol Gateway Transit Center Tenant Improvements Project (Grant Bailey) (Pages 62-342)

Attachments: [Staff Report](#)

Motion MOVED by ALESSIO, SECONDED by DOHRING to APPROVE Item 11.1 Construction Contract Award for the Soscol Gateway Transit Center Tenant Improvements Project. Motion carried by the following roll call vote:

Aye: 17 - Garcia, Dohring, Joseph, Alessio, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

Nay: 5 - Sedgley

Absent: 2 - Pedroza

11.2 Consultant Support Contract for the Soscol Gateway Transit Center Tenant Improvements Project (Grant Bailey) (Pages 343-353)

Attachments: [Staff Report](#)

Director Dohring requested from staff to expand on the budgetary fiscal impact for action items.

Motion MOVED by CHOUTEAU, SECONDED by GARCIA to APPROVE Item 11.2 Consultant Support Contract for the Soscol Gateway Transit Center Tenant Improvements Project. Motion carried by the following roll call vote:

Aye: 17 - Garcia, Dohring, Joseph, Alessio, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

Nay: 5 - Sedgley

Absent: 2 - Pedroza

***This meeting is also being noticed as a Board of Supervisors' meeting due to having 2 current Board Members (Supervisors Pedroza and Gregory) and 1 Supervisor-Elect (Councilmember Alessio) being in attendance.**

11.3 On-Call Task Orders with TYLin (Grant Bailey) (Pages 354-360)

Attachments: [Staff Report](#)

Motion MOVED by GARCIA, SECONDED by MCKEE-CANT to APPROVE Item 11.3 On-Call Task Orders with TYLin. Motion carried by the following roll call vote:

Aye: 22 - Garcia, Dohring, Joseph, Alessio, Sedgley, Mohler, Williams, Eisenberg, Gregory, McKee-Cant, and Chouteau

Absent: 2 - Pedroza

11.4 Free Transit and Fare Subsidy Programs (Kate Miller) (Pages 361-406)

Attachments: [Staff Report](#)

Information only/No action taken

Board instructed staff to conduct research and obtain data to identify a target population for a pilot program and report back at a future meeting.

11.5 Federal and State Legislative Update (Kate Miller) (Pages 407-431)

Attachments: [Staff Report](#)

Information only/No action taken

12. CLOSED SESSION

12.1 PUBLIC EMPLOYMENT

(Pursuant to Government Code Section 54957(b)(1))

Title: Executive Director

Board entered into Closed Session at 3:05pm.

{Directors Gregory and Sedgley departed meeting at 3:31pm}

13. FUTURE AGENDA ITEMS

14. ADJOURNMENT

Board adjourned from Closed Session at 3:31pm with no reportable action.

14.1 The next Regular Meeting is December 18, 2024.

Laura M. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution 2024-18 Authorizing the Submittal of Applications with the Federal Transit Administration (FTA)

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 2024-18 authorizing the Executive Director or designee to submit applications for Federal Transit Administration (FTA) Formula and Surface Transportation Program funds for Capital Projects, Operating Assistance, ADA Paratransit Operating Assistance, and Preventive Maintenance, committing the necessary local match for FTA grant funded projects, and Stating the Assurance of NVTA to complete programmed projects.

EXECUTIVE SUMMARY

The Metropolitan Transportation Commission (MTC) requires this resolution as part of its Transit Capital Priorities (TCP) application process. MTC adopted updated guidelines for the TCP process on January 13, 2021 to program the regional federal transit formula funds. Several updates have recently been made and MTC anticipates additional updates to be adopted in December 2024 that include revisions to the vehicle price list that are reflected in the current program.

FISCAL IMPACT

NVTA will receive at least \$8,681,007 in FTA funds in FY24-25 and FY25/26. Final amounts may be revised depending on the annual federal appropriation levels.



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: anonorato@nvta.ca.gov
SUBJECT: Resolution 2024-18 Authorizing the Submittal of Applications with the Federal Transit Administration (FTA)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 2024-18 authorizing the Executive Director or designee to submit applications for Federal Transit Administration (FTA) Formula and Surface Transportation Program funds for Capital Projects, Operating Assistance, ADA Paratransit Operating Assistance, and Preventive Maintenance, committing the necessary local match for FTA grant-funded projects, and Stating the Assurance of NVTA to complete programmed projects.

COMMITTEE RECOMMENDATION

None

BACKGROUND

On November 15, 2021, the Bipartisan Infrastructure Law (BIL) was signed into law, significantly increasing availability of formula funds. The BIL is currently authorized through FY2025-26. MTC developed a two-year Program of Projects (POP) as part of its Transit Capital Priorities (TCP) program for FY2024-25 and FY2025-26, consistent with the BIL funding authorization levels. As a federal grantee, NVTA is an eligible recipient of these funds in the Napa and Vallejo Small Urbanized Areas. In accordance with the TCP process, NVTA staff have requested funding for transit and ADA paratransit operating assistance, and preventive maintenance.

This resolution supports NVRTA’s application for funding for the projects in Tables 1 and 2 below, for a total of \$8,681,007 in federal funds.

Table 1: FY 2024-25 Program of Projects

Project Description	Federal	Local	Total
FY2024/25			
ADA Paratransit Assistance to provide required service	\$503,341	\$125,835	\$629,176
Operating Assistance	\$3,576,233	\$3,576,233	\$7,152,466
Preventive Maintenance	\$206,450	\$51,612	\$258,062
Subtotal FY2024-25	\$4,286,024	\$3,753,680	\$8,039,704

Table 2: FY 2025-26 Program of Projects

Project Description	Federal	Local	Total
FY2025/26			
ADA Paratransit Assistance to provide required service	\$516,137	\$129,034	\$645,171
Operating Assistance	\$3,667,148	\$3,667,148	\$7,334,296
Preventive Maintenance	\$211,698	\$52,925	\$264,623
Subtotal FY2025-26	\$4,394,983	\$3,849,107	\$8,244,090
TOTAL	\$8,681,007	\$7,602,787	\$16,283,794

ALTERNATIVES

The Board may choose to forego the funding, in which case, the agency would need to use other local funds to support the agencies public transit operations, which are currently insufficient to meet budgeted programs needs.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently. The use of FTA funds to oversee FTA projects minimizes the use of state and local funding to ensure that projects are delivered expeditiously.

ATTACHMENT

- (1) Resolution No. 24-18

RESOLUTION No. 24-18

**A RESOLUTION OF THE
 NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
 AUTHORIZING THE EXECUTIVE DIRECTOR OR DESIGNEE TO
 SUBMIT AN APPLICATION FOR FTA FORMULA
 AND SURFACE TRANSPORTATION PROGRAM FUNDS FOR
 CAPITAL PROJECTS AND ADA PARATRANSIT OPERATING ASSISTANCE AND
 COMMITTING THE NECESSARY LOCAL MATCH FOR THE
 PROJECT(S) AND STATING THE ASSURANCE OF THE
 NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA) TO
 COMPLETE THE PROGRAMMED PROJECTS**

WHEREAS, Bipartisan Infrastructure Law (BIL, Public Law 117-58) reauthorizes surface transportation programs for FY2024/25- FY2025/26; and

WHEREAS, pursuant to BIL, and the regulations promulgated there under, project sponsors eligible to receive Federal Transit Administration (FTA) Section 5307 Urbanized Area, Section 5337 State of Good Repair, or Section 5339 Bus and Bus Facilities (collectively, FTA Formula Program) grants or Surface Transportation Program (STP) grants for a project shall submit an application first with the appropriate metropolitan transportation planning organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Transportation Commission is the MPO for the San Francisco Bay region; and

WHEREAS, NVTA is an eligible project sponsor for FTA Formula Program or STP funds; and

WHEREAS, NVTA wishes to submit a grant application to MTC for funds from the FY2024-25 and FY2025-26 FTA Formula Program or STP funds, for projects set forth below in Tables 1 and 2, where the final amounts may be subject to revision:

Table 1: FY 2024-25 Program of Projects

Project Description	Federal	Local	Total
FY2024-25			
ADA Paratransit Assistance to provide required service	\$503,341	\$125,835	\$629,176
Operating Assistance	\$3,576,233	\$3,576,233	\$7,152,466
Preventive Maintenance	\$206,450	\$51,612	\$258,062
Subtotal FY2024-25	\$4,286,024	\$3,753,680	\$8,039,704

Table 2: FY 2025-26 Program of Projects

Project Description	Federal	Local	Total
FY2025-26			
ADA Paratransit Assistance to provide required service	\$516,137	\$129,034	\$645,171
Operating Assistance	\$3,667,148	\$3,667,148	\$7,334,296
Preventive Maintenance	\$211,698	\$52,925	\$264,623
Subtotal FY2025-26	\$4,394,983	\$3,849,107	\$8,244,090
TOTAL	\$8,681,007	\$7,602,787	\$16,283,794

WHEREAS, the NVTA Board acknowledges that:

- 1) NVTA will fund the local matching fund requirement of at least 20% for FTA Formula Program funds, and 11.47% for STP funds; and
- 2) the FTA Formula Program and STP funding is fixed at the programmed amount, and NVTA will fund any cost increase; and
- 3) NVTA is committed to complete the project as described in the application, if approved, as programmed in MTC's TIP; and
- 4) that NVTA understands FTA Formula Program funds must be obligated within three years of programming and STP funds must be obligated by January 31 of the year that the project is programmed in the TIP, or the project may be removed from the program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the NVTA is authorized to execute and file an application for funding under the FTA Formula Program and/or Surface Transportation Program in the amount of \$8,681,007 for Capital Projects, Operating Assistance, ADA Paratransit Operating Assistance, and Preventive Maintenance; and

BE IT FURTHER RESOLVED that the Board of Directors of the Napa Valley Transportation Authority by adopting this resolution does hereby state that:

- 1) NVTA will provide \$7,602,787 in local matching funds; and
- 2) NVTA understands that the FTA Formula Program and STP funding for the project is fixed at (\$8,681,007), and that any cost increases must be funded by the NVTA from local matching funds, and that NVTA does not expect any cost increases to be funded with FTA Formula Program and Surface Transportation Program funds; and

- 3) Projects will be built or completed as described in this resolution and, if approved, for the amount shown in the Metropolitan Transportation Commission (MTC) Transportation Improvement Program (TIP) with obligation occurring within the timeframe established below; and
- 4) The program funds are expected to be obligated in year the project is programmed for in the TIP; and
- 5) NVTA will comply with FTA requirements and all other applicable Federal, State and Local laws and regulations with respect to the proposed project; and

BE IT FURTHER RESOLVED, that NVTA is an eligible sponsor of projects in the program for FTA Formula Program and STP funds; and

BE IT FURTHER RESOLVED, that NVTA is authorized to submit an application for FTA Formula Program and STP funds for listed projects; and

BE IT FURTHER RESOLVED, that there is no legal impediment to NVTA making applications for FTA Formula Program and STP funds; and

BE IT FURTHER RESOLVED, that there is no pending or threatened litigation which might in any way adversely affect the proposed project, or the ability of NVTA to deliver such project; and

BE IT FURTHER RESOLVED, that NVTA agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866; and

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC prior to MTC programming the FTA Formula Program or Surface Transportation Program funded projects in the Transportation Improvement Program (TIP); and

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the project described in the resolution and to program the project, if approved, in MTC's TIP.

Passed and adopted this 18th day of December, 2024.

Mark Joseph, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment to Agreement with Park Engineering for the St. Helena to Calistoga Napa Valley Vine Trail Project

STAFF 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 to NVTA Agreement No. 21-21-CM02 with Park Engineering for Construction Management and Inspection Services (Attachment 1) in an amount not to exceed \$40,000 bringing the total contract amount to \$1,190,233.

EXECUTIVE SUMMARY

In March 2022, Park Engineering was contracted to provide construction management and inspection services for the Vine Trail – St. Helena to Calistoga project, with an initial contract amount of \$674,233. Unforeseen challenges, including underground utility conflicts, archaeological discoveries, and design issues, required three amendments, increasing the contract value to \$1,150,233. While the trail successfully opened in August 2024, significant post-opening efforts have been necessary to resolve minor trail issues, address punch list items, and ensure optimal functionality, which accelerated the expenditure of Park Engineering’s closeout budget. To cover remaining closeout activities, including monitoring construction, addressing final tasks, and organizing project documentation, staff recommends a fourth contract amendment of \$40,000, bringing the total to \$1,190,233.

FISCAL IMPACT

Yes. The additional \$40,000 for construction management and inspection services will be funded by the project’s approved construction budget.



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 with Park Engineering 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 to NVTA Agreement No. 21-21-CM02 with Park Engineering for Construction Management and Inspection Services (Attachment 1) in an amount not to exceed \$40,000 bringing the total contract amount to \$1,190,233.

COMMITTEE RECOMMENDATION

None

BACKGROUND

In March 2022, Park Engineering was contracted to provide construction management and inspection services for the Vine Trail – St. Helena to Calistoga project, with an initial contract value of \$674,233. Since then, the Board has approved three amendments totaling \$476,000, bringing the current contract value to \$1,150,233. These amendments address construction challenges such as underground utility conflicts, archaeological discoveries, and design issues, all of which extended the construction schedule and required additional inspection efforts.

The Vine Trail opened on August 17, 2024. However, since its opening, significant coordination with project stakeholders, property owners, and the public has been required to resolve minor issues and implement improvements to optimize trail functionality. These post-opening efforts, including coordination, inspection of punchlist work, and addressing closeout items, have accelerated expenditure of Park Engineering’s closeout budget.

To ensure adequate resources for final project closeout activities, including coordinating and monitoring remaining construction tasks and organizing project documentation, staff recommends authorizing a fourth contract amendment. This amendment would increase the contract value by \$40,000, bringing the total to \$1,190,233, ensuring sufficient budget for these critical closeout activities.

ALTERNATIVES

Not amending the Construction Management and Inspection contract with Park Engineering will require NVTa staff to assume construction management and inspection responsibilities for all remaining work as well as gather and submit final project documents for the closeout of State and Federal grants. NVTa currently lacks the necessary staff resources to effectively perform these duties, which could result in delays and additional costs in closing out the grants and potentially leave the agency unprepared for an audit.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Continuing to use Park Engineering as a consultant is more economically viable than hiring full time employees with the qualifications needed to perform construction management and inspection.

Goal 4: Support Napa County's economic vitality.

The Napa Valley Vine Trail encourages tourism and provides an affordable and safe means for Napa County's labor force to get to work.

ATTACHMENT(S)

- (1) Amendment No. 4 to Construction Management Services Agreement No. 21-21-CM02 with Park Engineering



AMENDMENT #4

**PROJECT WORK ORDER NO. 21-21-CM02
ON-CALL CONSTRUCTION MANAGEMENT/
BIOLOGIST/ARCHEOLOGIST AND MATERIAL
TESTING SERVICES**

PROJECT NAME: NAPA VALLEY VINE TRAIL – ST HELENA TO CALISTOGA

PROJECT MANAGER: GRANT BAILEY, PE, Program Manager - Engineer
E gbailey@nvta.ca.gov | T 707.259.5951

CONSULTANT DESIGNATED TEAM MEMBERS:

- PARK ENGINEERING, INC. - See Fee Schedule/Cost Proposal (EXHIBIT B) of the Agreement.

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.

SCOPE OF SERVICE: Provide professional construction management and inspection services for the Napa Valley Vine Trail – St Helena to Calistoga project (RFP #21-08) as described in the scope of services (EXHIBIT A, A-1, and A-2) of the Agreement.

- WHEREAS IN JANUARY 2023 THE BOARD APPROVED A BUDGET REVISION OPTING OUT OF THE MATERIAL TESTING AND REDUCING PROJECT AMOUNT TO \$674,233;
- WHEREAS IN OCTOBER 2023 NVTA REQUIRED CONTRACTOR TO PERFORM ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES INCREASING THE CONTRACT VALUE TO \$894,233;
- WHEREAS IN MAY 2024 NVTA REQUIRED CONTRACTOR TO PERFORM CONTINUED CONSTRUCTION SERVICES DUE TO UNFORESEEN CONSTRUCTION CHALLENGES INCREASING THE CONTRACT VALUE TO \$1,064,233 (A#2);
- WHEREAS NVTA REQUIRED CONTRACTOR TO INTENSIFY CONSTRUCTION MANAGEMENT OVERSIGHT DURING THE FINAL MONTHS OF CONSTRUCTION AND TO RESTORE PROJECT COMPLETION TIMELINE PREVIOUSLY CHALLENGED BY UNANTICIPATED DELAYS;
- WHEREAS CONTRACTOR WAS ABLE TO PROVIDE THE REQUESTED SERVICES ASSOCIATED WITH PROJECT CLOSEOUT ACTIVITIES AND ITS COMPLETION IN THE AMOUNT OF \$86,000, INCREASING THE PROJECT WORK ORDER TO A NTE AMOUNT TO \$1,150,233; AND
- WHEREAS SIGNIFICANT POST-OPENING EFFORTS HAVE BEEN NECESSARY TO RESOLVE MINOR TRAIL ISSUES, ADDRESS PUNCHLIST ITEMS, AND ENSURE OPTIMAL FUNCTIONALITY THEREBY EXTENDING THE TERM TO JUNE 30, 2025 AND INCREASING THE AMOUNT BY \$30,000 FOR A NEW NTE AMOUNT OF \$1,180,233; AND
- WITH THE EXCEPTION OF THE ABOVE, ALL TERMS AND CONDITIONS AS AGREED TO IN THE PROJECT WORK ORDER REMAIN IN FULL FORCE AND EFFECT.

START DATE: MAY 1, 2022

COMPLETION DATE: JUNE 30, 2025

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: NTE \$1,150,233 (A#3)

NEW NOT-TO EXCEED AMOUNT FOR THIS PROJECT: \$1,180,233

CHARGE NUMBER FOR PAYMENT: CMA 8300 8309000 55 _____ CIP #22303

ACCOUNT INFO TBD AND ENTERED UPON RECEIPT OF INVOICE

TERMS AND CONDITIONS: This Amendment No. 4 to Project Work Order is issued and entered into as of the last date written below in accordance with the terms and conditions set forth in the Master Agreement with CONTRACTOR dated *NOVEMBER 1, 2021*, which terms are hereby incorporated and made part of this Project Work Order.

NVTA

By: _____
KATE MILLER, Executive Director Date

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

CONTRACTOR
Park Engineering, Inc.

By: _____
JAEMIN PARK, PE, President Date



NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

SUBJECT

Planning Consultant Services Agreement for work associated with the Countywide Transportation Plan (CTP) Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Agreement No. 25-C06 for the update and completion of the Countywide Transportation Plan (CTP) in an amount not to exceed \$350,000.

EXECUTIVE SUMMARY

Each of the nine Bay Area County Transportation Agencies (CTAs) is required to adopt a Countywide Transportation Plan (CTP) every four years, aligning with the regional Plan Bay Area initiative to address local transportation priorities and financial needs. The current CTP, Advancing Mobility 2045, was adopted in 2021 and now requires an update to extend its forecast year to 2050. This agreement will facilitate the update of the CTP by early 2026, ensuring it is prepared in time for the next regional transportation planning cycle.

FISCAL IMPACT

Yes, \$350,000, which includes the contract amount of \$325,000 and a \$25,000 contingency to allow for minor scope changes. This amount is budgeted using CMA Planning funds in the approved FY 2024-26 budget under the Countywide Transportation Plan and savings from the Active Transportation Biennial Report. The Agency receives approximately \$850,000 in CMA planning funds per year from the Metropolitan Transportation Commission (CMA).



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Principal Planner
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Planning Consultant Services Agreement for work
associated with the Napa Countywide Transportation Plan Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Agreement No. 25-C06 (Attachment 1) for the update and completion of the Countywide Transportation Plan (CTP) in an amount not to exceed \$350,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Napa Valley Transportation Authority is required to develop long-range countywide transportation priorities through a comprehensive planning process once every four to five years. The countywide transportation plan (CTP) provides a direction for transportation investments, policies and programs while taking into consideration land use, environmental, population, and financial projections over a 25-year planning horizon. NVTA last updated the countywide transportation plan in 2021.

The CTP is part of a regional planning process that culminates in the publication of a Regional Transportation Plan (RTP) by the Metropolitan Transportation Commission (MTC). Programs and projects submitted to MTC for inclusion in the RTP, Plan Bay Area, must reflect financial constraints. The CTP also includes projects that are not yet funded allowing them to advance should additional funding be identified. Projects must be included in the plan to move forward or must wait until the next CTP and RTP cycle.

The primary focus of the scope of work is technical support to develop the plan update, including public outreach, meeting facilitation, traffic modeling, data compilation and analysis, mapping and illustration and making general suggestions for the structure and content of the plan. The consultant will also assist in updating performance metrics which were first introduced during the last planning process and were reviewed with the Board in 2023. Since transportation performance was likely affected due to conditions related to the pandemic, some metrics may need adjusting or revising to reflect a new normal for transportation conditions. These metrics focus on safety, system performance, emission reduction, and improved mobility.

NVTA released a Request for Proposals on October 23, 2024, seeking qualified consultant services to update the CTP. 03 proposals were received by the deadline of December 6, 2024. There is insufficient time to convene a panel of jurisdiction staff to review and deliberate on the bids prior to the December 18th meeting. To further complicate matters, a number of Board seats are open and the extended processes to fill those positions may result in not having a quorum of the Board in January, or possible even in February. Consequently, staff is recommending the Board to authorize the Executive Director to execute a work order with the selected proposer once the review panel complete evaluations for an amount not to exceed \$350,000, in order to avoid further delays in proceeding with the CTP.

Pending Board approval, NVTA staff will have the CTP consultant selected and under contract by the first of the year. An initial CTP consultant task will be to prepare for a NVTA Board Retreat which will take place in March-April. If the consultant isn't under contract until February, the retreat and CTP timeline will be postponed further into 2025.

ALTERNATIVES

The Board may choose to forego approving the contract which will postpone the update of the Countywide Transportation Plan. The opportunity cost of not completing the CTP is that Napa County jurisdictions will not meet compliance with regional planning requirements under Plan Bay Area which will delay projects that are regionally significant or funded with state and federal fund sources.

STRATEGIC GOALS MET BY THIS PROPOSAL

The Countywide Transportation Plan is where all strategic goals for Napa County's transportation system are derived. All goals are met by this proposal for the update of the CTP.

ATTACHMENT(S)

- 1) Draft Agreement No. 25-C06 for– Napa Countywide Transportation Plan Update



NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C06

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2025 (Effective Date), 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 Consultant to-be-determined (TBD) whose mailing address is TBD, hereinafter referred to as "CONSULTANT";

RECITALS

WHEREAS, NVTA wishes to obtain specialized services in order to update the Countywide Transportation Plan (CTP); and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its December 18, 2024, meeting; and

WHEREAS, CONSULTANT 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 CONSULTANT, and CONSULTANT agrees to serve NVTA in accordance with the terms and conditions set forth herein:

- 1. Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026 of this Agreement 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 CONSULTANT to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention".
- 2. Scope of Services.** CONSULTANT shall provide NVTA those services set forth in CONSULTANT'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, unless agreed upon in advance of this Agreement, are null and void.

3. Compensation.

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, NVTA shall pay CONSULTANT 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 Not-to-Exceed total of \$350,000 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONSULTANT to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONSULTANT'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. CONSULTANT shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONSULTANT 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 CONSULTANT within the State of California.

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

duties imposed on CONSULTANT by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONSULTANT. NVTA shall

not deduct or withhold any amounts whatsoever from the compensation paid to CONSULTANT, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONSULTANT shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONSULTANT, including the agents or employees of CONSULTANT, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONSULTANT 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 CONSULTANT.

7. **Insurance.** CONSULTANT 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. CONSULTANT will provide workers' compensation insurance as required by law during the term of this Agreement, CONSULTANT shall provide workers' compensation insurance for the performance of any of the CONSULTANT'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. CONSULTANT 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 CONSULTANT or any officer, agent, or employee of CONSULTANT under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONSULTANT 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 CONSULTANT'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 CONSULTANT with NVTA's Deputy Executive Director prior to commencement of performance of any of CONSULTANT'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) CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONSULTANT or its officers, agents, employees, volunteers, consultant's and subconsultants 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 consultants or their subconsultants. 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.** CONSULTANT accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONSULTANT 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, CONSULTANT, 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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) CONSULTANT 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 CONSULTANT shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONSULTANT whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONSULTANT for purpose of setoff until such time as the exact amount of damages due to NVTA from CONSULTANT is determined.

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

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

NVTA
Kate Miller
Executive Director
625 Burnell Street

CONSULTANT
[Name]
[Title]
[Address]

15. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONSULTANT hereby agrees to comply, and require its employees and subconsultants to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONSULTANT 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 consultants.

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

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

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subconsultant's of CONSULTANT whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

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

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONSULTANT which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONSULTANT shall hold all such information as CONSULTANT 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, CONSULTANT shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONSULTANT may retain for its files a copy of CONSULTANT'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 CONSULTANT; therefore, CONSULTANT shall not assign any interest in this Agreement or subcontract any of the services CONSULTANT 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 CONSULTANT, or to perform any of the remaining services required under this Agreement within the same time frame required of CONSULTANT 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 CONSULTANT 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 CONSULTANT. Failure of CONSULTANT to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. Failure of CONSULTANT 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.** CONSULTANT shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONSULTANT and its subconsultant 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. CONSULTANT 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, CONSULTANT 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 CONSULTANT 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 CONSULTANT and any of its subconsultant'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. CONSULTANT agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONSULTANT 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. CONSULTANT 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 CONSULTANT under this Agreement are subcontracted to a third party; CONSULTANT 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 subconsultant.

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

(e) Federal Changes - CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in Attachment E for RFP 24-R14 and the

Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONSULTANT's failure to so comply shall constitute a material breach of this contract.

(f) No Obligation by the Federal Government

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

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

(g) Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs if CONSULTANT intends to engage any subconsultants. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 2.6%. The agency's overall goal for DBE participation is 0%. A separate contract goal has not been established for this procurement. If applicable, CONSULTANT shall comply with the Disadvantaged Business Enterprise contract provisions/Caltrans Disadvantage Business Enterprise provisions contained in Attachment B for RFP # 24-R14 incorporated herein.

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

21. **Taxes.** CONSULTANT 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. CONSULTANT 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 CONSULTANT'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, CONSULTANT 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 CONSULTANT 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, CONSULTANT shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONSULTANT 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. CONSULTANT 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 CONSULTANT of such conflict. CONSULTANT further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONSULTANT 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 CONSULTANT under this Agreement.

(b) Statements of Economic Interest. CONSULTANT acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONSULTANT 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 CONSULTANT, 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. CONSULTANT

agrees to timely comply with all filing obligations for a consultant under NVTA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

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

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

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

“NVTA”

“CONSULTANT”
[NAME OF CONSULTANT]

By _____
KATE MILLER, Executive Director

By _____
NAME, Title, Signature

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
NVTA General Counsel

ATTACHMENT 1 – FEDERAL CONTRACT REQUIREMENTS

1. AMENDMENTS

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

2. TERMINATION

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

3. RETENTION OF RECORDS

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

4. AUDITS

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

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

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

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

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE contract goal of 0 percent has been established for this contract. The bidder/offeree shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeree will be required to submit the following information:

- (a) the names and addresses of DBE firms that will participate in the contract;
- (b) a description of the work that each DBE firm will perform;
- (c) the dollar amount of the participation of each DBE firm participating.
- (d) Written documentation of the bidder/offeree's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;
- (e) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (d); and
- (f) if the contract goal is not met, evidence of good faith efforts.

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

The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NVTA. The prime Consultant agrees further to return retainage payments to each subconsultant within thirty days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced

time frame may occur only for good cause following written approval of the NVTA. This clause applies to both DBE and non-DBE subcontracts.

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

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

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

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

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

9. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES (Reserved)

10. STATE ENERGY CONSERVATION PLAN

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

11. DEBARMENT

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

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

The certification in this clause is a material representation of fact relied upon by NVTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NVTA, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. CLEAN AIR AND WATER POLLUTION ACTS

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

13. LOBBYING

Consultant agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Consultant agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

14. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Consultant or its officers, agents, employees, volunteers, Consultants and subconsultants in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTA

or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Consultant's obligation to defend the NVTA is solely limited to reimbursing NVTA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTA which are ultimately determined to be due to Consultant's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

15. COMPLIANCE WITH LAWS

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

16. BUY AMERICA REGULATIONS

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

17. COMPLIANCE WITH FTA REGULATIONS

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

18. DAVIS-BACON ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at

rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant and such laborers and mechanics.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Withholding

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

(c) Payrolls and basic records

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

financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultants or subconsultant registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the Consultant will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

(i) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes

between the Consultant (or any of its subconsultant) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of eligibility:

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

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

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

19 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

Subconsultant with the clauses set forth in paragraphs (1) through (4) of this section.

20. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

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

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

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

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

22. CARGO PREFERENCE-U.S.FLAG

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

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be

transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

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

(b) Consultant and Subconsultant Clauses. "Use of United States-flag vessels: The Consultant agrees-

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

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

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

Napa Valley Transportation Authority

Countywide Transportation Plan (CTP) Update

Scope of Work (SOW)

Project Introduction/Overview

The Metropolitan Transportation Commission (MTC) requires that the Napa Valley Transportation Authority (NVTA) complete a long-range transportation plan – generally lasting 25 years that is compatible and consistent with [Plan Bay Area](#), the SF Bay Area’s Regional Transportation Plan. NVTA is seeking consultant services to update the current Countywide Transportation Plan (CTP), [Advancing Mobility 2045](#), adopted in May 2021. The CTP delineates goals, objectives and priorities for NVTA and Napa County’s transportation system focused on alleviating congestion, enhancing traffic safety, developing active transportation infrastructure, ensuring more dependable and frequent bus services, and sustaining and repairing the existing transportation network.

NVTA aims to enhance the integration of land use development and transportation strategies, fostering improved multimodal transportation that enhances mobility and reduces vehicle miles traveled. The plan will guide transportation investments towards achieving long-term goals through 2050, emphasizing the integration of sustainable communities’ strategies and principles. Recently, NVTA conducted a mid-plan review of CTP performance metrics, evaluating equity, safety, congestion, economic stability, sustainability, and maintenance. This analysis identifies trends that will inform updates to the plan, establishing regionally significant transportation policies, programs, and projects that underscore their linkages to housing, land use and climate resilience.

Overall Project Objectives

1. Review and identify any needed revisions to vision statement, goals, objectives, policies and performance metrics and actions.
2. Define then schedule, an effective community involvement plan aligned with Plan Bay Area’s Public Participation process (ensuring a broad spectrum of Napa Valley residents are involved; including key businesses, disabled, low-income and minority community members, environmental groups, community-based organizations, commuters, students, representatives as well as key transportation providers)
3. Develop a CTP that maintains consistency with regional and statewide sustainability goals by integrating and promoting transportation linkages between

land use development, that maximizes access to schools, jobs, housing and services.

WORK ELEMENTS

Task 1.0 Kick-off meeting, Refine Study Scope and Tasks, Task Schedule and Community Engagement/Assessment Process

1.1 Project Kick-off meeting: Consultant must review SOW and Overall Project Objectives and provide recommendations and/or changes that will improve the work product while meeting the overall project objectives of this SOW.

1.2 Project Scope Revision and 14-Month Schedule/Milestones: Consultant must prepare a revised, detailed SOW and project schedule that includes completion milestone dates to complete the project within fourteen (14) months.

1.3 Project Team Meetings: Consultant must schedule routine (typically bi-weekly) project team meetings with NVTA’s Project Manager to discuss the project’s objectives and ensure successful completion of project milestone dates.

1.4 Community, Stakeholder Outreach Engagement Plan Strategy and Process: Consultant must develop a Community and Stakeholder Outreach and Engagement Strategy memorandum and process to include community groups, organizations, residents, businesses, students, low-income and minority populations and/or others as identified.

Task 1 Deliverables:

TASK	DELIVERABLE
1.1	Project Kick-Off Meeting
1.2	Project Scope Revisions and 14-month Schedule/Milestones
1.3	Project Team Meetings
1.4	Community, Stakeholder Outreach and Engagement Plan Strategy and Process

Task 2.0 Public Outreach, Public Information and Meeting Facilitation

2.1 Public Workshops: Consultant must coordinate with staff to facilitate two (2) phases of public meetings, each phase consisting of a minimum of three (3) separate meetings with the public. The first phase of meetings will be held to solicit public input on themes, concerns, and priorities. The second phase of meetings will take place towards the end of the process to present a drafted version of the CTP for public comment. Each phase of meetings will be held at three (3) separate locations:

American Canyon, City of Napa, and a location up valley to be determined later (St. Helena or Calistoga). The Consultant will supply all the materials necessary to host a minimum of six (6) meetings.

In addition, or in-lieu of a physical public meeting, Consultant must provide the option to conduct one or more meetings virtually, using virtual town hall. All public outreach events and materials will be bilingual (English/Spanish). Consultant will assist NVTA in developing memos and materials for staff presentations and updates to NVTA’s committee agenda/package submissions for: Citizens Advisory Committee (CAC), Active Transportation Advisory Committee (ATAC), Technical Advisory Committee (TAC) and Paratransit Coordinating Council (PCC).

2.2 Public Engagement Tools and Resources: Consultant will solicit public comment and input on transportation priorities necessary to initiate the plan development process using a bilingual web-based survey and/or additional methods such as an online mapping comment tool and project webpage. The mapping tools and project webpage should have their own platform and URL with mapping capabilities and will be used throughout the process to inform the public.

2.3 Bilingual Media and Marketing: Consultant will work closely with NVTA’s Communications and Outreach Coordinator in the development of bilingual marketing & media relations materials throughout the plan development process.

2.4 Meeting Facilitation: Consultant must provide technical support and meeting material creation and facilitation for a Board Retreat scheduled for early 2025 to review CTP Goals & Objectives and Performance Metrics. Consultant may attend in person or virtually at NVTA’s discretion.

Task 2 Deliverables:

TASK	DELIVERABLE
2.1	Public Workshops
2.2	Public Engagement Tools and Resources
2.3	Bilingual Media and Marketing
2.4	Meeting Facilitation

Task 3: Socio-Economic/Demographic and Land Use Data for Regional Consistency

3.1 Update Projections: Consultant must update and refine the socioeconomic, demographic and land use projections and provide an output for the next Regional Transportation Plan Horizon year 2050+. Consultant will screen for climate vulnerability information based on the existing County of Napa and statewide climate change data, provided by NVTA.

3.2 Travel Model Data: Consultant must review the Solano/Napa Travel Demand Model, provided by NVTA, and recommend necessary changes to land use assignments in alignment with the regional performance framework that are reflective of local priorities.

3.3 Equity Analysis: Consultant must conduct an equity analysis with input from the [Community Based Transportation Plan \(CBTP\)](#), tailored to the specific characteristics and transportation needs of regionally and locally identified Equity Priority Communities in Napa County.

Task 3 Deliverables:

TASK	DELIVERABLE
3.1	Update Projections
3.2	Travel Model Data
3.3	Equity Analysis

Task 4: Performance Metrics and Targets Revisions

4.1 Update Performance Metrics with Targets for New Forecast Horizon Year 2050: Consultant must review the Performance Metrics Mid-Plan Report and analysis and work with NVTA Staff, Committees and the Board to adjust/revise performance framework to be relevant and simple for the public to understand. Consultant must ensure performance metrics are measurable for future years.

4.2 Update Transportation and Land Use Goals and Objectives: Consultant must use the analysis from Tasks 3.2 and 3.3 to establish transportation and land use goals and objectives, reflective of local priorities to include targets for greenhouse gas reduction (GHG) from vehicles. Consultant must propose with the expectation there will be two (2) full rounds of revisions.

Task 4 Deliverables:

TASK	DELIVERABLE
4.1	Update Performance Metrics with Targets for New Forecast Horizon Year 2050
4.2	Updated Transportation and Land Use Goals and Objectives

Task 5: Prioritization, Implementation and Action Plan

5.1 Project and Program Prioritization List (10-year) with Investment Strategies: Consultant must provide a list showing the project and program prioritization with implementation strategies for near-term (10 year) investments-including unfunded investments and potential Federal, State, Regional funding opportunities.

5.2 Ten (10) Year Transportation Investment Strategy Action and Implementation Plan: Consultant must provide a ten (10) year Transportation Investment Strategy Action and Implementation plan, aligning it with local and regional investment strategies including: Priority Development Areas, Transit Oriented Developments, Priority Production Areas and Regional Housing Needs Assessment

Task 5 Deliverables:

TASK	DELIVERABLE
5.1	Project and Program Prioritization List (10-year) with Investment Strategies
5.2	10-year Transportation Investment Strategy Action and Implementation Plan

Task 6 Plan Graphics, Photos and Illustration

6.1 Production of Creative Assets for Plan: Consultant will develop maps, charts, graphics, tables and other creative for online and print purposes to aid public and stakeholders in understanding and interpreting plan projects/goals/actions/etc.

Task 6 Deliverables:

TASK	DELIVERABLE
6.1	Production of Creative Assets for Plan

Task 7 Publication Design, Format and Production

7.1 Plan Publication Design, Format and Production: Consultant must collaborate with NVTA staff, who are the principal authors of the final plan, to design and create a layout, format the report and appendices, and budget for three (3) rounds of edits: NVTA admin draft, public review draft and final draft. Consultant will prepare a companion set of web pages for the NVTA web site and will provide an electronic version and a print ready version of the plan.

Task 7 Deliverables:

TASK	DELIVERABLE
7.1	Plan Publication Design, Format and Production



NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

SUBJECT

Election of Vice Chair

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive a report from the nominating committee and to nominate, discuss, and elect a Vice Chair.

EXECUTIVE SUMMARY

Vice Chair, Director Anna Chouteau, submitted her resignation to the St. Helena City Council, effective December 15, 2024. Per NVTA by-laws, the Board must elect a successor from its membership and election shall be for the remaining term of the office. The term for Vice Chair Chouteau expires on June 30th, 2026. The nominating committee composed of board members Liz Alessio, Mark Joseph and Alfredo Pedroza deliberated. Their recommendation will be presented at the meeting for the Board's consideration.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Board Secretary/Human Resources
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Election of Vice Chair

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive a report from the nominating committee and to nominate, discuss, and elect a Vice Chair.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Board adopted a policy that allows a two-year term for the Chair and Vice Chair with an annual vote of approval by the Board to extend the term an additional year. The terms are consistent with the agency's fiscal year and begin on July 1 and end on June 30.

Vice Chair Anna Chouteau has stepped down from the St. Helena City Council effective December 15th which concludes her service on the NVTA Board of Directors, and creates a vacancy for the role of Vice Chair. It is necessary for the Board to fill the vacancy in Office of Vice Chair by election at its regular meeting. Per NVTA by-laws, the elected successor shall serve for the remaining term of the office which ends on June 30, 2026.

The nominating committee composed of Directors Alessio, Joseph, and Pedroza deliberated. Their recommendation will be presented at the meeting for the Board's consideration.

ALTERNATIVES

The Board could decide not to elect a successor to fill the office of Vice Chair and the duties of Vice Chair would remain unfulfilled.

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable.

ATTACHMENTS

None